The Solicitors' Journal.

LONDON, AUGUST 5, 1882.

CURRENT TOPICS.

VICE-CHANCELLOR BACON intends to rise on Friday, the 4th inst., for the Long Vacation.

THE VACATION REGISTRARS in the Chancery Division will be Mr. TEESDALE (not Mr. FARRER, as announced last week) and Mr. CARRINGTON.

WE PUBLISH elsewhere the usual vacation notices. The sittings of the Vacation Judge will be held in Vice-Chancellor HALL'S court, commencing on the 16th inst.

THE CLASSIFICATION into first, second, and third class clerks which was applied some months ago to the officers in the Central Office, and in the offices of the chief clerks of the judges and of the registrars of the Chancery Division, and to some other legal departments, is about to be extended to all the officers in the Lunacy Offices, the Probate Offices, and most of the other legal offices.

ABOUT A YEAR ago we announced that a plan had received the sanction of the authorities whereby the greater part of the printing connected with the courts and offices, including the daily cause lists, would be done at the Royal Courts of Justice. We understand that steps are now being taken to carry this plan into effect, and that rooms have been set apart for the printing department.

WE HEAR that there is a probability of an attempt being made to induce the Vacation Judges to undertake the hearing of matters which have not hitherto constituted an important part of vacation business. Numerous applications have been made to the several judges of the Chancery Division for leave to have the *fiat* for hearing affixed to petitions, and a large number of these petitions will be ready for hearing on the first day of the vacation sittings in court.

IN THE INTEREST of London practitioners we may, perhaps, express a hope that the daily cause lists which are to be issued from the Royal Courts of Justice will be supplied for a moderate subscription, so that it will be possible for solicitors and counsel to obtain—say for a guinea a year—the delivery, at their offices and chambers each evening, of a complete list of the next day's causes in all the courts. There can be little doubt that, as a commercial venture, the success of the scheme will depend on a low rate of subscription being fixed.

AN ACTIVE EFFORT is being made to provide a memorial of the eminent services rendered to international law by the late Professor BLUNTSCHLI. It is proposed to found prizes to be awarded for publications and memoirs on subjects connected with international law, the decision of the prizes to be intrusted to the Institute of International Law and the three faculties of law to which the late professor successively belonged. Committees to carry the scheme into effect have been formed in the different European countries and in America.

THE CONVEYANCING BILL, which will soon receive the Royal assent, has happily lost its most objectionable feature—we mean the ridiculous proposal relating to the [so-called] protection of solicitors dispensing with investigation of title. We have shown over and over again that this provision was utterly impracticable, and we are glad that the Select Committee of the House of Commons has once more refused to lay a trap for inconsiderate practitioners. In other respects there are one or two improvements in the Bill. A new clause (5) has been added (perhaps suggested by *In re Grange*, 29 W. R. 502), providing that, "on an appointment of new trustees, a separate set of trustees may be appointed for any part of the trust property held on trusts distinct from those relating to any other part, or parts, of the trust property; or, if only one trustee was originally appointed, then one separate trustee may be so appointed for the first-mentioned part." Another clause is intended to enable trustees to disclaim powers; and just at the close of the Bill we find slipped in another amendment of the Conveyancing Act, 1881, providing that "the right of the mortgagor, under section 15 of the Conveyancing Act of [*sic*] 1881, to require a mortgagee, instead of re-conveying, to assign the mortgage debt, and convey the mortgaged property to a third person, shall belong to, and be capable of being enforced by, each incumbrancer, or by the mortgagor, notwithstanding any intermediate incumbrance; but a requisition of an incumbrancer shall prevail over a requisition of the mortgagor, and, as between incumbrancers, a requisition of a prior incumbrancer shall prevail over a requisition of a subsequent incumbrancer."

WE ARE GLAD TO OBSERVE that the suggestion of the Council of the Incorporated Law Society with reference to acknowledgments of deeds by married women—that one commissioner, not interested in the matter, should be sufficient, instead of two, as at present required, and that no other certificate of acknowledgment should be necessary than a memorandum indorsed on the deed, signed by the commissioner, to the effect of the present certificate—has been adopted. Clause 7 of the Conveyancing Bill, as amended by the Select Committee, now runs as follows:—"In section 79 of the Fines and Recoveries Act, and section 70 of the Fines and Recoveries (Ireland) Act, there shall, by virtue of this Act, be substituted for the words, 'two of the perpetual commissioners, or two special commissioners,' the words 'one of the perpetual commissioners, or one special commissioner'; and in section 83 of the Fines and Recoveries Act, and section 74 of the Fines and Recoveries (Ireland) Act, there shall, by virtue of this Act, be substituted for the word 'persons' the word 'person,' and for the word 'commissioners' the words 'a commissioner'; and all other provisions of those Acts, and all other enactments having reference in any manner to the sections aforesaid, shall be read and have effect accordingly." The effect will, of course, be to make acknowledgment before one commissioner sufficient. It is subsequently provided that where the memorandum of acknowledgment purports to be signed by a person authorized to take the acknowledgment, the deed is, as regards the execution by the married woman, to take effect at the time of the acknowledgment, "and shall be conclusively taken to have been duly acknowledged." Rules of Court are to be made for preventing any person interested or concerned, either as a party, or as solicitor, or as clerk to the solicitor for one of the parties, or otherwise, in the transaction, from taking an acknowledgment, but no deed is to be impeachable by reason only that the person taking the acknowledgment was interested.

WE PUBLISH elsewhere a letter from a correspondent, in which a claim seems to be preferred that the phrase "land of

any tenure" shall be taken, not only in the interpretation clause of the Conveyancing Act, but everywhere else, to include a term of years, apparently upon the ground that it contains the word *tenure*. We confess that we cannot contemplate the possibility of such a claim without surprise; and it indicates, to our mind, a heavy responsibility to be incurred by modern parliamentary draftsmen, if the way in which they do their work should be found to foster such ideas. But our correspondent seems to be too hasty if he means to charge this offence against them only upon the evidence which he produces. When he says, with reference to section 23 of the Bankruptcy Act, that "*these words* apply to all sorts of leasehold interests in land," if by "these words" he means the words "land of any tenure," we are not at all clear that his proposition is "of course beyond doubt." No doubt *that section* does refer to, and include, terms of years, or "all sorts of leasehold interests in land"; but not necessarily by virtue of the words "land of any tenure." Since the section contains other phrases which are very well adapted to the purpose—for example, "any *other property* that is unsaleable, or not readily saleable, *by reason of its binding the possessor thereof to the performance of any onerous act*"—it is quite unnecessary to pick out the inappropriate phrase "land of any tenure," and to fasten that meaning upon it. But very much better grounds could be alleged for allowing that meaning to the phrase in section 23 of the Bankruptcy Act, than are available in the case of the Conveyancing Act; because, at the time of the passing of the Bankruptcy Act, freehold lands could not, strictly speaking, be "burdened with onerous covenants"; so that those words may imply a direct suggestion of a leasehold interest, which is wanting in the other case. It, therefore, by no means follows that to allow the inappropriate meaning in the one case will oblige us to allow it in the other. Nor do we quite understand how the citation by our correspondent of the case of *Ex parte Allen* bears upon the question. Can it be supposed to prove that even "personal chattels" are included in the phrase "land of any tenure"?

An interesting question, which it is very surprising should have remained so long unsettled, was decided in the case of *Payne* v. *Lord Leconfield* (30 W. R. 814). Has an auctioneer *virtute officii* a right to warrant the article which he is selling? Lord Leconfield sent a mare to a repository for sale, furnishing particulars which were printed in the catalogue, and which stated that the animal was a brown mare, a clever hunter, and had carried the whip. At the sale, on some remark being made that she had a running at the nostrils, the auctioneer said he should sell the mare as only having a cold. The mare was knocked down to the plaintiff and was found to be suffering from glanders. The plaintiff brought an action for breach of warranty, and the defendant denied that he had authorized the auctioneer to warrant the horse as only suffering from a cold. Bowen, J. directed a verdict for the defendant, and, on a rule for a new trial, the Divisional Court held that the auctioneer had no general authority to warrant. "An auctioneer," said Mr. Justice Grove, "is not a general agent, but is merely an agent to sell, and, as such, cannot give a warranty without authority from the vendor; the very absence of cases on the point shows that he has not this authority *virtute officii*. *Brady* v. *Todd* decides that a servant intrusted with a horse to sell is not entitled to warrant it. Here, so far from there being evidence of a delegation by the vendor of authority to warrant, there is rather evidence to the contrary; for the auctioneer sent the vendor a form to be filled in with the particulars as to this mare, which he was about to sell. The vendor, accordingly, filled in this form, but only in part, and this gave the auctioneer authority to warrant the particulars enumerated by the vendor, but no others." It would be obviously hard on a vendor that he should be held responsible for anything the auctioneer might choose to say with a view to getting an article sold, but what about the purchaser who buys an article on the faith of a warranty, and finds he has only the auctioneer to go against?

The false confession of crimes which the party has not committed has become so frequent of late that it becomes a question whether and how far the law ought to interfere to punish so mean an act. It seems clear that it is not an indictable offence, but it is suggested, although we can discover no authority for the position, that an action would lie to recover the expenses of a prosecution so caused; an action, however, which, from the poverty of the delinquents, would, in most cases, be merely throwing good money after bad. Perhaps the only remedy to be found is that which is always applied by the unwillingness of all English courts to give credence to a confession; unlike the professors of the civil law, who have "attributed a peculiar value to the confessions of parties," which they pronounced a "species of proof of so clear, excellent, and transcendent a nature as to admit of no proof to the contrary" (Best on Evidence, 697). It is abundantly clear, however, that in all times and countries false confessions have been very prevalent; and there are even a few instances on record of persons having submitted to capital punishment itself rather than retract their confessions. The latest instance in this country appears to be "the celebrated case of Joan Parry and her two sons, who were executed in the seventeenth century for the murder of a man named Harrison, who re-appeared some time afterwards" (*ib.*, p. 705). False confessions of desertion from the army are so common that a special section of the Mutiny Acts, which re-appears in the Army Act, 1881, s. 26, has long been passed for their punishment.

Petitioners in divorce suits have some reason to complain of the law's delay when the period of six months from the date of the decree *nisi* expires in the early part of the Long Vacation, and it is impossible to obtain a decree absolute before the following November. Last Tuesday, in the suit of *Rippingall* v. *Rippingall and Lockhart*, an application was made to Sir James Hannen to exercise the discretion conferred upon the court by the Matrimonial Causes Act, 1866 (29 & 30 Vict. c. 32), s. 2, and to fix a shorter time for making the decree absolute. The six months' interval would expire on the 15th of August (just one week after the termination of the present sittings), and the special grounds for the application were that the case was ready for trial at the beginning of the Michaelmas Sittings of last year, but that no special jury causes were tried until Hilary Sittings. Sir J. Hannen treated the intervention of the Long Vacation as the sole ground for making the application, and pointed out that that there were many other suitors in the same position as the present petitioner, who would have a claim to relief if the motion were to be granted. It is difficult to see why the jurisdiction to make absolute a decree *nisi* should not be conferred, during the vacation, upon the registrars of the Division, in cases where the Queen's Proctor does not intervene, and where there is no unusual delay or other exceptional feature in the case.

At the adjourned meeting of the Incorporated Law Society, held on Thursday last, the following gentlemen were declared to be elected members of the council:—Mr. J. Hunter, Mr. N. T. Lawrence, Mr. R. R. Dees, Mr. T. Paine, Mr. R. Cunliffe, Mr. W. Melmoth Walters, Mr. J. Dodds, M.P., Mr. J. V. Longbourne, Mr. J. Addison, Mr. C. C. Druce, and Mr. E. J. Bristow.

We are requested to state that the library of the Inner Temple will be open from August 10 to 31, and from October 1 to 24, from ten to four, closing at two on Saturdays; and in September it will be open from ten to two, and will be closed on Saturdays.

According to *Kemp's Mercantile Gazette* the number of bills of sale published in England and Wales for the week ending July 29 was 946. The number in the corresponding week of last year was 1,009, showing a decrease of 63, being a net decrease in 1882, to date, of 1,032. The number published in Ireland for the same week was 30. The number in the corresponding week of last year was 37, showing a decrease of 7, being a net decrease, in 1882, to date, of 247.

INJURIOUS AFFECTION OF LAND BY OBSTRUCTION OF ACCESS.

We recently considered the case of *The Caledonian Railway Company* v. *Walker's Trustees* (30 W. R. 569, L. R. 7 App. Cas. 259), in its relation to the general principles regulating cases of compensation. We now propose to deal with it in relation to prior decisions.

It is a question of considerable practical, as well as theoretical, interest how far a supreme appellate tribunal—such as the House of Lords—ought to consider itself irrevocably bound by its own previous decisions. On the one hand, it would, no doubt, be productive of great mischief if the decisions of the House of Lords, upon identical facts, fluctuated from time to time according to the conclusions arrived at on each particular occasion by the members of the tribunal then present. On the other hand, difficulties do certainly arise from the operation of the rule which binds even the supreme tribunal by its own previous decisions. Some case of exceptional nicety—a case *inter apices*—arises, and the court decides one way; it is subsequently found, when it is sought to apply the principles of the decision to other somewhat different facts, that its soundness is doubtful, or that its application in many cases would produce hardship and mischief, and possibly on some slender distinction the former decision is not followed. The theory of our law which makes previous decisions binding on a court of co-ordinate jurisdiction, or the same court, is undoubtedly very frequently modified or evaded in practice, but then the mischief arises that in subsequent cases falling between the two really inconsistent decisions, there is very great difficulty in determining under which authority the tribunal will bring them.

The case of *The Caledonian Railway Company* v. *Walker's Trustees* is one of a series of cases in which the difficulty to which we refer seems to have been felt, though, as we shall hereafter show, in our opinion, the decisions themselves in these cases may well stand together. In the course of the judgments in the House of Lords a great many cases are discussed, the names of which are "familiar in our ears as household words" in relation to the subject-matter involved. Indeed, the case we are discussing may be said to form the last word (if, indeed, it is the last word) in a famous controversy. The names of two of these cases will at once convey to the minds of those of our readers who are at all familiar with the subject the nature of the controversy—viz., *Ricket's case* (L. R. 2 H. L. 175), and *Metropolitan Board of Works* v. *McCarthy* (L. R. 7 H. L. 243). In the latter case, when in the Exchequer Chamber, Lord Blackburn, then Blackburn, J., seems to have thought that there was in reality a conflict between the previous decision of the House of Lords in *Ricket's case* and the decision of the Exchequer Chamber in *Chamberlain's case* (2 B. & S. 617), but he followed the latter case because the House of Lords did not expressly overrule it. And, again, in the case we are discussing he expressed an opinion that the decision in *McCarthy's case* in the House of Lords, which followed *Chamberlain's case*, was irreconcileable with the decisions of the House of Lords in *Ogilvy's case* (2 Macq. 229) and *Ricket's case*. The Lord Chancellor, in giving judgment in *Caledonian Railway Company* v. *Walker's Trustees*, said: "It is your lordships' duty to maintain, as far as you possibly can, the authority of all former decisions of this House, and although late decisions may have interpreted and limited the application of earlier, they ought not (without some unavoidable necessity) to be treated as conflicting." No objection can be made to this doctrine in the abstract; but reading between the lines, and as it was intended to be applied, it reads somewhat like a delicate way of deprecating his noble and learned friend Lord Blackburn's disposition to call a spade a spade. We cannot help thinking that the actual decisions are really reconcileable, though the grounds for them may not be. The question involved in the cases to which we have referred is, how far the interference with the access to premises by works carried on under statutory powers is a subject of compensation under the Lands Clauses Consolidation Act. In *Ogilvy's case* a railway was carried over the public highway close to a house, and the value of the house was no doubt deteriorated thereby. The way the claim was put was, that by the constant passing of trains over the highway, and the consequent opening and shutting of the gates at the crossing, the access to the house was rendered difficult and less commodious. The House of Lords decided in this case against the claim for compensation. The Lord Chancellor in the case we are discussing seeks to put this decision upon the principle now well established by *Brand's case* (L. R. 4 H. L. 171)—viz., that damage caused by the subsequent use of the works, as distinguished from their construction, is not the subject of compensation, but Lord Blackburn pointed out that this can hardly have been the real *ratio decidendi*, as that distinction was not developed till some years later. The decision really seems to have gone mainly on the ground that there would, independently of the Act authorizing the works, have been no actionable wrong, because there was no such special damage arising from the obstruction of the highway to the owner of the property as would, within the well-known doctrine on the subject, have supported a right of action. We cannot help doubting the soundness of this way of looking at the case; but another ground was suggested, and whatever may have been the actual ground of the decision in *Ogilvy's case*, it seems to us that it may well stand with the later decisions—viz., *McCarthy's case* and the case we are discussing—on the following ground. It is admitted in all the cases that to give a right to compensation there must be some actionable injury to the *property* as such. It seems to us that somewhat the same principle applies as in the case of actions for damage to the reversion. The prospective probability that some structure or other will be used so as to be a nuisance to property did not at law give a right of action for damage to the reversion, because there is no injury to the property itself. If a man built a large building for the purpose of melting tallow close to a house, and even used it so as to create a nuisance, the owner of the reversion could not sue, because the building in itself can be no actionable wrong. When it is used, a right of action for personal inconvenience to the occupier arises from time to time for each act of use, but there is no cause of action for damage to the land given by the construction. So there is no actionable injury to the land by the mere construction of the railway. This comes, perhaps, to much the same thing as the view that the compensation is confined to injury occasioned by the construction of the works, as distinguished from their use when constructed, but in any view of the case there seems no radical incompatibility between the decision in *Ogilvy's case* and the later decisions.

We must confess that there seems to us to be much greater difficulty in reconciling *Ricket's case* with *McCarthy's case* and the recent case which suggested these observations, but we think, nevertheless, that without any absurdity they may be reconciled. The doctrine of the later cases, as summarized in the head-note to the recent case as reported in the *Law Reports* (which summary again is really the definition given by Thesiger, L.J., in arguing *McCarthy's case*, and approved by Lord Cairns in giving judgment in that case), is that when the works as constructed interfere with the access to private property by a public highway or private way, and the value of the property, *irrespective of any particular use which may be made of it*, is so dependent upon the existence of that access as to be substantially diminished by its obstruction, then the owner is entitled to compensation for such interference.

The words we have italicized are substantially the same as those used by Willes, J., in *Beckett's case* (L. R. 3 C. P. 82), and must be taken to be intended to correspond with the ground covered by *Ricket's case*, and to represent the exception created by that case. We have tried very hard to apprehend clearly the reasoning upon which such an exception might rest, and we cannot honestly say we understand it. It is, of course, easy in case after case formally to distinguish *Ricket's case*, on the ground that in that case the property was only damaged *quoad* a particular special purpose, but we want to arrive at the substantial distinction. Property is not valuable except for some purpose or purposes. Value is not a general absolute quality, but involves relation to one or more uses. We cannot see the essential distinction between "one" use and "several" uses for this purpose. In *Ricket's case* the property was a public-house with a skittle-alley attached, and there having been a temporary hoarding put up obstructing or interfering with the access during the construction of the works, the custom of the house fell off, and the trade was in fact destroyed

or permanently damaged. It is to be observed that the obstruction there was temporary only and incidental, but hardly sufficient stress seems to us to have been laid on this on the various occasions on which the case has been discussed, though, no doubt, this distinction has been pointedly referred to. We cannot help thinking that the true view of the case principally depends on that fact. We doubt very much whether a sound distinction can be drawn with regard to the value of premises for a particular use as opposed to their value in general. But it seems to us that the true view is that, in *Ricket's case*, there was no injurious affecting of the land itself. The erection of the hoarding may be likened to the temporary obstruction of the highway from time to time by the passage of trains. The owner is damaged in respect of his property, but there is no permanent injurious affection of the realty itself, immediately or mediately, through the alteration of other adjoining realty related thereto. The hoarding was probably fixed to the soil, but certainly it did not, in substance, differ in its effects from any large piece of personalty, such as a great piece of moveable machinery, which might, in the course of the construction of the works, have interfered with access to the public-house, or even from a great crowd of workmen filling up the street.

We cannot believe that the true principle is to be found in the words of Erle, J.: "The trade carried on in the house is entirely distinct from the estate in the house." No doubt, if the value of premises continues the same, though a particular trade is ruined by the construction of the works, there is no injurious affecting of the land; but we think it a very different proposition to lay down that if the value of the premises is diminished merely by reason that a particular trade cannot be carried on there, there is necessarily no right to compensation. We think that *Ricket's case* may still be regarded as good law, not because it was with reference to a particular use of the premises made by the owner thereof that this value was diminished, but because there really was no injurious affecting of the realty. The value of premises may be affected by something that affects the trade carried on there, but it does not follow that there is an injurious affecting of the premises themselves. For instance, suppose two or three of the customers of a public-house are robbed and murdered in an alley leading thereto. The house in consequence may get a bad name, and its trade be ruined. The actual value of the realty may thus be diminished, but no one would say that this was through anything that injuriously affected the realty. The land is affected by what is done to the trade; not the trade by what is done to the land. The temporary erection of a hoarding during works no doubt may, just as in the illustration given, affect the value of the land by affecting the trade and that permanently, but such temporary interference with the realty seems in substance not analogous to a permanent structural alteration for this purpose; it is incidental only to the execution of the works; the injurious affecting contemplated by the statute seems to be some permanent physical alteration of the realty, either immediately or mediately, by the alteration of other realty having relation thereto. It seems to us that it would be unsafe to conclude that if in *Ricket's case* the value of the premises had been diminished by reason of the particular trade carried on there being destroyed by a permanent interference with the access, there would have been no right of compensation. It seems to us the decisions may be reconciled on the ground of the substantial distinctions we suggest, but we abstain from expressing any opinion on the question whether they are all satisfactory in point of justice or expediency. The real secret of the difficulty which is found in the law on this subject is the substantial difficulty of reconciling the interest of the general public with that of the individual.

Mr. Thomas Hughes, Q.C., the recently appointed judge of the County Court Circuit No. 9, commenced his duties on Wednesday, at Nantwich. On his Honour taking his seat, Mr. Martin, on behalf of the solicitors of the court, congratulated him upon his appointment to the circuit. Mr. Hughes, in acknowledgment, said he shared in the general regret that was felt at the cause of Mr. Yates's retirement. He was much obliged for the kind words and wishes expressed by the practitioners at the court with regard to himself, and he hoped he should be able to discharge the duties devolving upon him so as to give general satisfaction.

LEGISLATION OF THE YEAR.

GUNPOWDER IN SLATE MINES.

45 Vict. c. 3.—An Act to amend the Law relating to the use of Gunpowder in Slate Mines. [29th March, 1882].

This Act merely gives power to a Secretary of State to exempt any slate mine (not all slate mines generally, as would appear from the incorrect marginal note), the owner or manager of which shall have made application to him in that behalf, from "the general rule contained in sub-section 2 of section 23 of the Metalliferous Mines Regulation Act, 1872 (35 & 36 Vict. c. 77), with respect to the use of gunpowder or other explosive substances, or any portion of such rule." The sub-section in question will be found to be full and precise, directing that the explosives are not to be (*a*) stored in the mine, or (*b*) taken into the mine except in small quantities, or (*c*) used at one time in one place except in still smaller quantities, or (*d*) touched with iron or steel prickers "except in mines excepted from the operation of this section by the Secretary of State," and (*e*) unrammed where a charge has missed fire. The application of the owner for the exemption is to be made public in the same manner as "proposed special rules" must be published under the Mines Act—that is, by posting it conspicuously at or near the mine, and by supplying copies of it to workmen on application at the chief office. The exemptions may be revoked at any time, but the revocations are not to come into force until notice has been posted up at the mine for twenty-four hours. A list of the exemptions granted or revoked is to be set forth by the inspector of the district in his annual report. This statute and the Mines Acts may be well compared with the Factory and Workshop Act, 1878, by those who are interested in observing the working of the concurrent control of Parliament and public offices over dangerous or unhealthy employments.

METROPOLITAN BOARD OF WORKS.

45 Vict. c. 14.—An Act to confer Further Powers upon the Board of Works with respect to Streets and Buildings in the Metropolis. [19th June, 1882.]

This Act contains no less than twenty-seven sections, and is divided into four "parts." The amendments of the law which it contains, however, will not be found to be of a very important character. The principal provisions are as follows:—By section 5, the Metropolitan Board of Works has power to name and number streets, on default of vestries and district boards in complying with an order of the Board under section 87 of the Metropolis Management Act, 1855 (18 & 19 Vict. c. 120). By section 9, the Board may annex conditions as to the space to be left open where a building is erected beyond the "general or regular line" of buildings in a street, and, after default in the fulfilling of any of such conditions, may procure an order from a justice of the peace directing the demolition of the building by the owner, and, in default of the building being demolished "within the time limited by such order," the Board may forthwith enter the premises to which the order relates and demolish the building themselves. This is a very stringent provision, and although the order may not be made without a previous summons requiring the owner to appear, sufficient regard appears scarcely to have been had to the rights of owners, which appear to be placed under the complete discretionary control of the justices. Somewhat similar provisions are contained in section 17 with respect to cases "where a building or structure is ruinous, or so far dilapidated as thereby to have become and to be unfit for use or occupation, or is from neglect or otherwise in a structural condition prejudicial to the property in, or to the inhabitants of, the neighbourhood," but in such cases, of course, the summary interference of the Board is almost a matter of necessity. The remaining sections of the Act extend the open space to be required to be attached to dwelling-houses (section 14); remove a restriction as to the position of hot-water pipes "in the case of pipes for conveying hot water or steam at low pressure" (section 16); make better provision for the settlement of differences between building and adjoining owners (section 21), and otherwise amend the Metropolitan Management and Building Acts in details of little consequence.

FELO DE SE.

45 & 46 Vict. c. 19.—An Act to amend the Law relating to the Interment of any Person found felo de se. [3rd July, 1882.]

The preamble to this Act recites that a further alteration of the law of its subject-matter is expedient; and a reference to 9 Geo. 4, c. 52, which is repealed but re-enacted with omissions and additions by the Act, will show that considerable amendments were effected long ago. The old law was that the *felo de se* was buried in a highway with a stake driven through his body. This barbarity was abolished by 9 Geo. 4, c. 52, but that Act still prescribed a private burial between nine and twelve at night within twenty-four hours of the verdict of the coroner's jury. The present Act assimilates the mode of burial, so far as the civil law is concerned, to the ordinary mode of burial "in the churchyard or other burial ground of the parish or place in which the remains of the *felo de se* might, by the laws or custom of England, be interred if the verdict of *felo de se* had not been found." The ecclesiastical law is dealt with by sections 3 and 4, which provide for the interment "in any of the ways prescribed or authorized by the Burial Laws Amendment Act, 1880," but also direct that, "save as aforesaid, nothing herein contained shall authorize the performing of any of the rites of Christian burial." Turning to the Burial Act of 1880, we find that section 13 of that Act relieves the clergy of the Church of England from any ecclesiastical penalties for using, "in any case where the office for the burial of the dead, according to the rites of the Church of England, may not be used," such service out of the Prayer Book or Bible "as may be prescribed or approved of by the Ordinary." Amongst the cases where the regular Burial Service may not be used, the rubric prefixed to that service designates the case of persons who "have laid violent hands on themselves," and the section seems to have reference to this rubric. In cases where the ordinary has prescribed no form, it seems that no service can be performed by a clergyman of the Church of England. If the *felo de se* should have died out of communion with the Church, however, the burial may take place, by the effect of section 3 of the present Act and section 6 of the Burial Act of 1880, either without any religious service, or with such Christian and orderly religious service (performed by a Nonconforming minister) as the person having charge of the burial shall think fit.

POOR RATES.

45 & 46 Vict. c. 20.—An Act to amend the Poor Rate Assessment and Collection Act, 1869. [3rd July, 1882].

This Act is short but important. It contains two enacting sections only, one getting rid of the effect of *Werburgh Overseers* v. *Hutchinson* (L. R. 5 Ex. D. 19) and *Hare* v. *Putney Overseers* (L. R. 7 Q. B. D. 223), in which it was held that an outgoing occupier was liable for the whole of a rate, although he might not be immediately succeeded in his occupation by an incomer; and the other getting rid of the effect of *Reg* v. *Dyott* (L. R. 9 Q. B. D. 47), in which it was held that there could be no publication of a rate within the meaning of 17 Geo. 2, c. 3, as amended by 7 Will. 4 and 1 Vict. c. 45, and therefore no rate at all by virtue of the first-named statute, in a parish which possessed neither church nor chapel. The title of the statute shows that the second enactment was added while the Bill was passing through Parliament. The meaning of it is simply to reverse the case law as laid down in the decisions we have referred to. With regard to the publication of the rate, we may repeat what we said on a former occasion, that publication in a Nonconformist chapel will not be sufficient. "Chapel" in an Act of Parliament means a chapel of ease or other chapel in connection with the Church of England. The Legislature has, in some cases—*e.g.*, for the purposes of the parliamentary registration—recognized the desirability of publication of notices upon the doors of Dissenting chapels, but has, in such cases, employed such unambiguous expressions as "every chapel, including places of public worship which do not belong to the Established Church" (6 Vict. c. 18, s. 23).

REVIEWS.

WILSON'S JUDICATURE ACTS.

Wilson's Supreme Court of Judicature Acts, Appellate Jurisdiction Act, 1876, Rules of Court and Forms, with other Acts, Orders, Rules, and Regulations relating to the Supreme Court. With Practical Notes. Third Edition. By M. D. Chalmers, Barrister-at-Law, assisted by Herbert Lush-Wilson, Barrister-at-Law. Stevens & Sons.

The addition of 100 pages or so to this edition of Wilson has not deprived the book of the handiness which has always been one of its characteristics, but we cannot help looking with apprehension on its growing size. So far as this is the result of the ever-increasing mass of parliamentary and judicial legislation and decision, it is, of course, unavoidable, but we regret to discern some tendency in the earlier part of the work to swelling out the notes with unnecessary matter. For instance, in the last edition Mr. Wilson appended to section 25, sub-section (6), a note of a few lines, stating that "this sub-section does not make anything an assignment which was not an assignment before, either at law or in equity," referring to *Schroeder's* case. We have now a note of about a page in length, commencing with a statement of the rule before the Judicature Act as to the assignment of a *chose in action*; then proceeding to notice the provisions of the Policies of Assurance Act, 1867, the Policies of Marine Insurance Act, 1868, and the provisions of section 27 of the Conveyancing Act. All this information upon the general subject of the assignment of *choses in action* is, we venture to suggest, nearly useless; for if the practitioner wants information as to this general subject, he is not likely to seek it in a book on the Judicature Acts, and the student is certain to prefer the information given in works specially intended for him. In the first edition of a commentary on a new statute some short reference to the previous state of the law is allowable, but the less there is of it in subsequent editions the better. Even some of Mr. Wilson's admirable notes on the statute of 1873 might, we think, now be abridged in this respect with advantage. We should also like to see removed from the next edition all notes or portions of notes which are mere paraphrases of legislative provisions. Since the Conveyancing Act there has come into vogue a style of note which is wearisome and irritating in the highest degree. If a section were, say, to abolish acknowledgments by married women, a learned commentator would be certain to observe in his note that "by this section provision is made for the abolition of acknowledgments by married women." Mr. Chalmers' notes to the Act are not altogether free from this kind of remark, but it is happily very infrequent.

Having said so much in the way of criticism, we may now bear testimony to the merits of the present edition. The notes to the rules are very well edited. We have often had occasion to remark that if a case is referred to in a book of practice, the reader should always be briefly informed of the effect of the decision, and should not be told to "see *Jones* v. *Smith*." This rule has been well observed by Mr. Chalmers in his notes to the rules. Usually the exact point decided is stated, and where this is not done the reader is nearly always told the general subject to which the case relates. We have missed no case for which we have looked, and have found the effect of the decisions stated with accuracy and terseness. The rules, forms, and orders issued since the last edition (including the recent Practice Masters' Rules) are given in full. The index seems to have been entirely re-modelled, and is very convenient and well-arranged.

BANKERS.

Grant's Treatise on the Law Relating to Bankers. Fourth Edition. By Claude C. M. Plumptre, Barrister-at-Law. Butterworths.

The first edition of this work was published in 1856, being, as the author stated in his preface, "the result of an endeavour to compile the law relating to the business of banking as gathered from statutes and the decisions at common law, in equity, and in bankruptcy," in which endeavour the author conceived it to be his first duty to aim at "practical utility," and gave certain "rules, suggestions, and cautions for the conduct of bankers, as much as possible expressed in the language of business, divested of legal technicalities." The second and third editions were the work of Mr. R. A. Fisher, and the third edition was issued in 1873. In the nine years which have passed since that date many cases of great importance have been decided, and the Crossed Cheques Act and two Bankers' Books Evidence Acts have been passed. The present editor has "endeavoured to follow as nearly as possible the arrangement adopted in the previous editions," with necessary alterations; being "obliged to curtail or merely refer to many cases hitherto cited as authorities, so as to afford space for fresh matter," re-writing the chapter on bankruptcy, and adding a new chapter on bills of sale, together with the Act of 1878 *in extenso* in the appendix; which new chapter perhaps might have been dispensed with as not sufficiently cognate to the subject-matter of the book.

We may state at the outset that only in one instance have we failed to discover any of the cases for which we have searched, but the general mode of execution is best tested by seeing how the particular cases and statutes have been dealt with. The Crossed Cheques Act is very well treated, but we cannot speak so well of the Evidence Act. The heading "Books" finds no place in the index; *Harding* v. *Williams* (L. R. 14 Ch. D. 197)—the correctness of which may be gravely doubted—is curtly dispatched in a short note, and the whole Act has only four lines given to it in the text. Next, we will take *Hopkinson* v. *Foster* (L. R. 19 Eq. 74), in which it was held, before the Judicature Act, that a cheque is not an equitable assignment of the drawer's balance. Mr. Plumptre, though he cites *Schroeder* v. *Central Bank of London* (24 W. R. 710), in which it was held that the Judicature Acts did not alter the law, does not, we think, sufficiently indicate the effect of that decision, and unfortunately adds, after stating the effect of *Hopkinson* v. *Foster*, that, "now, by section 25 of the Judicature Act, . . . all debts are assignable." Moreover, the reader would probably like to know whether the effect of *Hopkinson* v. *Foster* really is that, if a customer having £1,000 balance draws a cheque for £1,001, the banker is justified in dishonouring the cheque. We find nothing about this under the head "Balance" in the index. Then, so important a case as *Suffell* v. *Bank of England* (30 W. R. 48), decided on July 4, 1881, ought to have been fully dealt with in a book bearing 1882 on the title-page. It is included, though too briefly, in the *addenda*. On the whole, we regret that we cannot bestow any very high praise on this edition.

LIABILITY OF EMPLOYERS.

A Summary of the Law of the Liability of Employers for Personal Injuries. By W. Howland Roberts and George Henry Wallace. Barristers-at-Law. Reeves & Turner.

We can cordially recommend this little treatise to all persons interested in its subject. The very latest cases will be found, and the important case of *Griffiths* v. *Earl Dudley*, at the date of publication unreported, is given at length. There is also a valuable note on "Insurers under the Act of 1880." One fault we have to find, however, is that the authors are much too diffuse. Thus, they anticipated the result of *Lord Dudley's case* correctly indeed, but at such length that it might be supposed they were doubtful of their own conclusions. Another fault is, that in citing *Couch* v. *Steel* (3 E. & B. 402), a well-known decision on the repealed 7 & 8 Vict. c. 112, they omit to say whether or not the decision applies to the corresponding section of the Merchant Shipping Act, 1854, or even to mention whether that Act contains a corresponding section at all.

MEW'S DIGEST.

A Digest of the Reported Decisions of all the Courts, including a Selection from the Irish (being a Continuation of Fisher's Digest), &c., during the Year 1881. By John Mews, Barrister-at-Law. H. Sweet.

This is certainly in design one of the most complete digests in existence. It not only contains all the English cases of the year (with references to all the series of reports), and the leading Irish cases arranged under general headings with numerous sub-heads, but also a short statement of the effect of the statutes of the year and the orders and rules of court. The Digest is not confined to the head-notes of cases, for numerous *dicta* are collected under various headings. The Digest is followed by elaborate tables of cases in the Consolidated Digest for 1870-80, affirmed, reversed, or varied by the decisions reported in 1881; cases in the Digest for 1880 affirmed, reversed, or varied; cases followed and approved, and, lastly, very valuable lists of "cases not followed, overruled, and questioned," "cases explained and commented on," and "cases distinguished." With regard to the execution of the work, the general headings are sufficient in number and usually well selected. The reader is tolerably sure to find his way very speedily to any class of cases he may wish to examine. The sub-heads to the more important heads do not appear to have been always selected with equal judgment, or arranged very carefully. Thus, to take the heading "Landlord and Tenant," the sub-heads are (1) creation of tenancy, which is again sub-divided into agreements for leases, leases, and implied tenancies; followed by (2) covenants; (3) rent; (4) rights and liabilities of landlord and tenant; and (5) termination of tenancy. The second and third heads should have been sub-heads to the fourth head. Similarly, under the head "Trust and Trustee" the case placed under the sub-head "Relation of Co-trustees" should clearly have come under the sub-head "Liability of Trustees." The statement of the cases is generally very satisfactory. The cross-references are numerous, and usually accurately express the substance of the case referred to, though to this we must make an exception in the case of *Oceanic Steam Navigation Company* v. *Sutherberry* (column 437), which we should not recognize by the description, 'Trust created by parting with leaseholds of deceased by executor or administrator." The several tables of cases followed, overruled, and explained represent a large amount of labour, and although we have applied various tests to them we have not found them deficient.

CORRESPONDENCE.

SURVEYORS OF HIGHWAYS—LIABILITY TO REPAIR FENCES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have had occasion to consult text-books latterly upon the question of the liability of a surveyor of highways for the repair of fences on the side of a highway, and have been much struck with the absence of either statutory or case authority on the subject. So far as my researches extend, I have not been able to discover any distinct case bearing upon the liability alluded to.

A surveyor of highways appears to be in considerable difficulty, for however willing he may be to accept the liability, he is subject to his accounts being audited and surcharged in respect of payments improperly made. At the present time, I know a surveyor of highways who, positively not being able to satisfy himself upon the point of liability to repair fences, has allowed certain fences to remain in a bad state of repair, in order that someone may take proceedings against him, so that his liability may be ascertained.

I suppose that the highways have been made, originally, through someone's property, and it would, on the construction of such roads, be necessary for fences to be made on each side of the roads to protect the adjoining property, but who would make these fences originally, and who continue to repair them, seems to be a question of some doubt.

I think I read, within the last month, of a case deciding the question of liability of surveyors of highways to repair milestones, wherein a recent Act of Parliament was quoted having reference to milestones and also to fences. Can any reader remind me of this case, and give me the number and reference to the statute, and any other information on the subject of a surveyor of highways' liability to repair fences adjoining highways, or any reference to cases and text-books? Enqo.

[The Act referred to is, probably, the Act of the present session, 45 & 46 Vict. c. 27, as to fencing dangerous places near highways: see *ante*, p. 609.—Ed. *S. J.*]

"LAND OF ANY TENURE."

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to the doubt expressed by you in the article on section 18 of the Conveyancing and Law of Property Act, 1881, contained in your issue of July 15, as to whether the expression "land of any tenure" in the interpretation clause of that Act would include a leasehold interest, allow me to remind you that the same expression, "land of any tenure," occurs in the 23rd section of the Bankruptcy Act, 1869, the section relating to the disclaimer of onerous property. In that case it is, of course, beyond doubt that these words apply to all sorts of leasehold interests in land. It has even been held recently that a disclaimer under this section will operate as a surrender of personal chattels leased with land to the bankrupt. (See *Ex parte Allen*, *In re Fussell*, 30 W. R. 601, L. R. 20 Ch. D. 311.) A. J. Spencer.

Lincoln's-inn, Aug. 1.

[See remarks elsewhere.—Ed. *S. J.*]

CASES OF THE WEEK.

Company—Winding up—Director—Breach of Trust—Misfeasance—Payment of Dividends out of Capital—Companies Act, 1862, s. 165.—In a case of *In re The Exchange Banking Company*, before the Court of Appeal on the 26th ult., the question arose whether, in the winding up of a company, the directors could, under section 165 of the Companies Act, 1862, be compelled to pay to the liquidator moneys which they had improperly paid by way of dividend to the shareholders out of the capital of the company, no profits having been made, on the ground that they had been guilty of a breach of trust or misfeasance in so doing. Bacon, V.C., held that the directors were jointly liable to pay the moneys in question, and the Court of Appeal (Jessel, M.R., and Brett and Cotton, L.JJ.) affirmed his decision, except that they held that the directors were severally as well as jointly liable. It was contended that *In re The National Funds Assurance Company* (27 W. R. 302, L. R. 10 Ch. D. 118) would have been differently decided if it had been decided after the decision of the Court of Appeal in *Coventry and Dixon's case* (28 W. R. 775, L. R. 14 Ch. D. 660); that section 165 created no new right against directors, but was intended only to provide a summary mode of enforcing an old right, and it was said that in an action by the liquidator, as representing the company, against the directors, it would have been a good answer that all the shareholders, by receiving the dividends, had acquiesced in the breach of trust. At any rate, only the dividends received by the directors themselves could be recovered. Jessel, M.R., said the question was whether the Vice-Chancellor had authority to make the order. The directors had for several years before the winding up of the company, been in the habit of providing false balance-sheets. They had entered a number of debts, which they knew to be bad, among the assets of the company as good debts,

and had thus made it appear to the shareholders that there had been a profit, when they knew there had been none, and had induced the shareholders to declare dividends out of these assumed profits, and had paid those dividends to the shareholders. The liquidator, after the winding up, applied for an order that the directors should pay to him the sums thus paid away as dividends, and the Vice-Chancellor, following *In re The National Funds Assurance Company*, had made the order. The ground of the appeal was that that case was decided before the decision of the Court of Appeal in *Coventry and Dixon's case*, and that that case had decided (as his lordship thought it did decide) that, under section 165 of the Companies Act, 1862, directors could not be made liable for anything for which they would not have been liable independently of the section, but that that section only provided a summary mode of enforcing the liability. It did not, however, decide that directors could not be made liable for anything for which they would not have been liable independently of the Act of 1862. If the decision in *In re The National Funds Assurance Company* had been founded only on some new equity arising under section 165 it could not now stand. But it appeared to his lordship that it was founded on an equity quite independent of that section. The case might be put shortly thus:—A company formed under the Act of 1862, with limited liability, declared by its memorandum of association that its capital of a certain amount was to be appropriated to the carrying on of its business. It could not alter the memorandum by diminishing the amount of the capital, and, looking at the machinery supplied by the subsequent Act of 1867 for the reduction of the capital of a company with the sanction of the court, it was plainly the intention of the Legislature that the capital of a company was not to be returned to the shareholders without the sanction of the court. The capital could not be returned to the shareholders at all so long as the company was carrying on business. It followed that no sanction to such a return of capital, given by a general meeting of the shareholders, was of any validity at all. It being beyond the powers of the company, the sanction of a general meeting could not make it within its powers. Therefore, even if the shareholders knew the facts, they could not authorise such a thing to be done. And there was another reason why it could not be done. There was either an implied contract with the creditors, or a representation made to them, upon which they acted, and on the faith of this implied contract or representation they gave credit to the company. There was no other debtor to them; the impalpable corporation had no property but its capital. The creditor trusted to the capital, or to the company, on the faith of the implied contract or representation as to the amount of the capital, it did not matter which it was called. And the creditor had the right to compel the corporation to keep its capital, and not to return it to the shareholders, and had a remedy against the directors if they misapplied the capital in that way, though possibly that remedy might not be available without a judgment. It seemed to follow that directors who had improperly paid away assets of the company in that way were liable to repay what they had so paid, and it was immaterial whether the shareholders could compel them to do so if there was no winding up. Were the directors the less liable because the liquidator represented, not only the whole company, but also the creditors? In an ordinary case—i.e., when the shareholders had acted on the representation of the directors, the liquidator, as representing the company, could compel the directors to repay. It was quite possible that a company might have been ruined by a return of capital improperly made in consequence of the false representations of the directors, and it might well happen that the shareholders as such might have a right to complain. It was not necessary to refer to previous decisions to show the principles on which directors were liable in such cases, but his lordship thought the true view was that of an implied contract with the creditors, and, if so, *Evans* v. *Coventry* (8 D. M. & G. 835) was in point. His lordship thought the Vice-Chancellor's order was right, except that the directors should be made jointly and severally liable, and not merely jointly. BRETT, L.J., did not doubt that the payment of the dividends out of capital was a breach of trust. It was said that the shareholders, by accepting the dividends, had acquiesced in or ratified the payment. But their assent was obtained by means of untrue accounts shown to them, which they did not know to be untrue, and there could be no ratification in that way. Even if they had known the facts, his lordship thought that the shareholders acting as such could not ratify the payments. If they could do so, the liquidator could still complain as the company itself could have done, for the aggregate shareholders were not the corporation. The individual shareholders might change from time to time, and if the shareholders remained the same, still the company could sue the directors, who were trustees for the company, and not for any individual members of it. His lordship thought that the liquidator represented the company for the purpose of obtaining anything to which the company was entitled, and also in regard to its duty to its creditors. It was his duty to do that which the company ought to do to obtain the return of assets which ought to be applied in paying the creditors. The case was clearly within section 165, not on the ground that there had been a tort or misfeasance by the directors, but a breach of trust. There might be persons who came within section 165 who were not guilty of a breach of trust, because they were not trustees for the company, but whenever the act which came within section 165 was committed by a trustee for the company there must be a breach of trust more or less virulent, and the Statute of Limitations could not apply. COTTON, L.J., said that there had been a misapplication of the funds of the company. The funds ought to be dealt with for the purpose of the business of the company, and they had been misapplied, and the court had power to direct that the funds which had been misapplied should be brought back by the directors who had misapplied them. It was said that they were liable to repay only what they had put into their own pockets, not what they had paid to other shareholders. But a trustee who committed a breach of trust was liable for what he paid to other persons. Then it was said that the payment was made to all the members of the corporation, that it had been confirmed by a general meeting of the shareholders, and that the corporation could not, after that, sue for it. But there could be no confirmation unless the facts were known, and the allegation was that the balance-sheets were fraudulent, and the shareholders did not receive any information as to the real state of the case. Then it was said that the corporation could not sue the directors, because it was the aggregate of the shareholders who had received the money. But the corporation was something very different from the individual shareholders, or the aggregate of the shareholders. The case would be very different if the money was now wanted for the purpose of dividing it among the shareholders, but it was wanted to pay the debts of the company.—SOLICITORS, *Goldring & Mitchell*; *Clarke, Woodcock, & Ryland.*

RESTRICTIVE COVENANT—USE OF PROPRIETARY CHAPEL—"REGULAR" CLERGYMAN.—In a case of *The Governors of the Foundling Hospital* v. *Dunbar*, before the Court of Appeal on the 28th ult., the decision of Chitty, J. (noted *ante*, p. 531), was affirmed. The question was as to the meaning of the words "regular clergyman of the Church of England" in a covenant by the lessee of a proprietary chapel restricting the use of the building. The appeal was from an order restraining the defendant from officiating or performing Divine service in the chapel in question. The plaintiffs were the lessors of the chapel, the defendant was an assignee of the lease. The lease, which was made in 1802, for a term of ninety-nine years, contained a covenant that the lessee "should not at any time during the term permit any clergyman or person to officiate in the chapel or perform public Divine service therein but such as should be a regular clergyman of the Church of England." In January, 1880, the defendant wrote to the Bishop of London, resigning the licence granted to him in 1877, and this resignation had been accepted, and he had, in fact, been prohibited by the bishop from performing service in the diocese. The vicar of the parish, in answer to a question whether the defendant had asked his leave to officiate in the parish, had written that he had not done so, and that such leave would have been refused if he had asked for it; but, on the other hand, the defendant asserted that he obtained the vicar's consent, and that such consent, when given, could not be revoked or annulled. Shortly after the revocation of his licence the defendant registered the chapel as a place of meeting for religious worship, but the Registrar-General afterwards cancelled the registration, having received a report that the chapel had ceased to be used for religious worship. Chitty, J., was of opinion that the word "regular" was used as a qualification of the word "person," and said that, as he understood the law, a clergyman of the Church of England must be duly ordained and also licensed by the bishop before he was at liberty to perform Divine service or to preach. That was the ecclesiastical law, and the law of the land. The defendant was not licensed, and, in fact, had been prohibited, and there was, therefore, in his case an absence of some of the legally requisite qualifications. It was urged on the appeal that as the defendant had been duly ordained by a bishop of the Anglican Church (the Bishop of Ceylon), there was no sense in which it could be said that he was not a "regular" clergyman of the Church of England. The mere fact that he had himself resigned his licence, or even that the licence had been revoked by the bishop, could not undo his orders. The word "regular," so far as it was not surplusage, merely meant "duly constituted," and if it had been intended by the lessor that this chapel should only be served by "licensed" clergymen, it would have been so expressed in the lease. Neither the bishop nor the vicar had taken any proceedings to restrain the defendant from officiating in this chapel. JESSEL, M.R., said that what was the meaning of the draftsman and what was the meaning of the lessor and lessee when they signed that lease he did not know, nor was he concerned to inquire. All he had to find out, if he could, was what was the meaning of the expression used. The expression "regular clergyman" was a new expression, and one he never saw before; and, as far as he could find out, nobody ever saw it before, for his lordship had looked at a great many books on the subject, and the expression was not to be found in any of them. The first difficulty in the appellant's way was that Chitty, J., had put a rational meaning on the word "regular." He had held that "regular" meant a person who could officiate in that place without being guilty of irregularity, or could properly officiate. That was an intelligible meaning, and it gave effect to the word. The appellant gave no effect to it, and could not suggest any other meaning. Therefore, if it was to have any meaning at all, that was the meaning. What the appellant wanted the court to say was that it was mere surplusage, and had no meaning at all. That was a very difficult task, because being a word put in, not as a common form, but upon a subject quite extraordinary and new, it must be assumed it was to have some meaning; and, no other meaning being suggested, and that being a rational meaning, he thought it ought to prevail. The facts were very strong in favour of that view. No one had a right to perform Divine service in this chapel, however regularly ordained as a clergyman of the Church of England, without having obtained two things—the licence of the bishop, and the consent, which was a licence in law, of the vicar of the parish. If without these he performed Divine service in that chapel, he was not performing it regularly—that is, according to law. He was guilty, if he had been inhibited by the bishop, of an ecclesiastical offence; and he was guilty of a common law invasion of the rights of the vicar of the parish in performing Divine service in his parish without his consent. That being the position of the matter, it seemed to his lordship plain that the defendant was, both according to English law and according to ecclesiastical law, which, for this purpose, was part of the English law, disabled from performing Divine service in this chapel. It was no answer to say that the persons who had a right to interfere—viz., the bishop and the vicar—had not interfered. That did not make him a bit more regular or proper. A man might have a legal right, and he might not choose to go to the expense and trouble of enforcing it in a court of law. It must be taken that the bishop had a right to prevent the defendant from officiating, and that being so, it was a breach of this covenant, and the meaning attributed to the word "regular" by Chitty, J., was correct. BRETT, L.J., said that if the word "regular" was used abstractedly with regard to a

clergyman of the Church of England it had no meaning, because a clergyman of the Church of England must be a regular clergyman of the Church of England, or else he was not a clergyman at all. But the word was part of a covenant in a lease of a proprietary chapel, and, therefore, it was used with regard to the clergyman who was to perform duty in that chapel in relation to the chapel. The meaning of it then was that he must not only be a clergyman of the Church of England, but a clergyman of the Church of England who might perform duty in that church without its being irregular that he should do so. It had not, his lordship thought, anything to do with the doctrines which he might preach, whether his doctrine might be irregular or not, but it was with relation to his doing duty at all in the church; and, therefore, it was a covenant that he should not do duty in that church if it would be irregular for him to do duty at all as a clergyman of the Church of England in that church. That was a question of ecclesiastical law, and he could not perform duty in such a chapel regularly unless he had the licence of the bishop and the consent of the vicar of the parish. Therefore, no other meaning could be attributed to the covenant than that the person must not only be a clergyman of the Church of England, but must also be a clergyman who could, without ecclesiastical irregularity, perform service in that chapel—that is, he must be a person licensed by the bishop, and who had the consent of the vicar. COTTON, L.J., said that the term "regular clergyman" was not confined to a clergyman who was duly ordained, but it required that he should be regular in performing Divine service, not with reference to the doctrine he preached, but regular in performing in the proper way the service in the chapel. He could not do that without the licence of the bishop. Therefore, if that had been withdrawn, he was not, in his lordship's opinion, within the meaning of this covenant, a regular clergyman of the Church of England.—SOLICITORS, *Simpson, Hammond & Co.; A. D. Smith & Wood; Hume, Bird, & Co.*

PRACTICE—ADMINISTRATION JUDGMENT—SUBSEQUENT DISCOVERY OF LATER WILL OF TESTATOR AND REVOCATION OF PROBATE—APPEAL.—In a case of *Dean* v. *Wright*, before the Court of Appeal on the 2nd inst., a question arose as to the proper mode of procedure under the following circumstances. On the 12th of April, 1881, probate of a will, dated the 16th of November, 1869, of a testator was granted to his sister, who was named as executrix. An action was afterwards brought by some of the beneficiaries, against the executrix and other beneficiaries, to administer the estate of the testator, and judgment for administration was pronounced on the 14th of January, 1882. After this judgment had been passed and entered a will of the testator, dated the 8th of May, 1875, was discovered, which made different dispositions. Application was then made to the Probate Division, and the probate of the earlier will was revoked, and letters of administration, with the later will annexed, were granted to a daughter of the testator, who was one of the plaintiffs in the action. An application was then made to the Court of Appeal, by way of appeal, to discharge the judgment for administration and to dismiss the action. Advertisements had been issued, but no creditor had come in to prove under the judgment. The defendants did not oppose the application, but asked that provision might be made for the payment of their costs. The court at first doubted whether it could entertain an appeal, on the ground that the judgment was wrong only by reason of a fact (the revocation of probate and the grant of administration) which had happened after the judgment was pronounced, and suggested that it would be sufficient to stay all proceedings under the judgment. It was, however, urged that the judgment would affect the title to real estate of the testator, and that, in fact, the judgment was erroneous, because the earlier will had been revoked by the later one before it was pronounced, though the discovery of this fact was not made, and the grant of probate was not revoked till after the judgment. Ultimately the court (JESSEL, M.R., and BRETT and COTTON, L.JJ.), discharged the administration judgment and dismissed the action, on the undertaking of the administratrix to pay the costs of the defendants out of the testator's assets.—SOLICITORS, *Chester, Mayhew, & Co.*

MORTGAGE—SECURITY ON TWO ESTATES—CONTRIBUTION.—In a case of *Dunlop* v. *Dunlop*, before the Court of Appeal on the 2nd inst., a question arose as to contribution between two properties liable to the payment of the same debt. The action was brought for the administration of the real and personal estate of a testator, who died in August, 1878. He had some real estate in Westmoreland, and he held some shares in the Manchester and Liverpool District Banking Company. The deed of settlement of the company, dated February 22, 1843, provided that every shareholder should, on demand by the directors, pay to the company all debts due from him, and that the shares of every shareholder who should omit so to do, and every dividend and bonus declared upon them should be liable to be forfeited to the company for the benefit of the other shareholders, and that every proprietor whose shares should so become forfeited should be thereupon considered as expelled from the company, but the forfeiture of the shares and the expulsion of the proprietor should not be considered as discharging him from the payment of the debt due from him to the company, or from any action for obtaining payment of the same, or from any further liability in respect of the shares, but that he should remain liable in respect of the debt and the shares as if there had been no such forfeiture or expulsion. There was another provision that the holder of shares might transfer the shares, provided that he should have previously paid every sum of money due from him to the company, including calls on shares. The testator had borrowed £10,000 from the bank, without any security, except such as arose out of the above-mentioned provisions of the deed of settlement. He afterwards borrowed a further sum of £24,000 from the bank, depositing with them as security the title deeds of his Westmoreland property. At his death there was more than £30,000 due from him to the bank. The bank had made no demand for payment. The devisee of the testator's Westmoreland estates claimed to have the debt due to the bank borne rateably by that property and the bank shares, which were included in the testator's residuary bequest. Chitty, J., decided against the claim. He was of opinion that the above provisions of the deed of settlement did not give the bank any charge or lien on the shares, and that, if there was any charge or lien, it did not stand on an equality with the specific charge created by the equitable mortgage, and that, consequently, there was no right in the owner of the mortgaged estate to call on the owner of the shares to contribute to satisfy the debt. The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) affirmed the decision. JESSEL, M.R., said that the provisions of the deed of settlement were somewhat peculiar, but he was unable to imagine any language more clear than that of the forfeiture clause, whatever might be thought of its abstract justice. It was clear that if the company forfeited shares for non-payment of a debt due by the shareholder the debt still remained due; not a shilling of it was paid by the forfeiture. His lordship did not see how this provision could be called a security for the debt. The forfeiture was a penalty for non-payment of the debt. The other clause of the deed carried the matter no further. It did not impose any penalty on the shareholder, but it conferred on him the privilege of transferring the shares on the condition of his paying all debts due by him to the company. It did not provide for payment of the debt. It was only an inducement to the shareholder to pay it. His lordship could not see how it created any charge or lien on the shares. If the forfeited shares were sold by the company, there was no provision that the proceeds of sale should be applied in payment of the debt. But, assuming that a charge or lien on the shares was created, what was its nature? It could not be put higher than a general charge or lien, which would be the right of the bank to keep all securities in their hands belonging to their customer till he had paid all debts due from him to them. That was quite a different thing from a specific charge on specific real or personal estate. As a rule the equitable doctrine as to contributions between two properties which were security for the same debt, applied only when the two charges stood on an equality, when the two properties were a common fund for the payment of the debt. The doctrine did not apply when the one charge was general and the other specific. When an estate was mortgaged for a specific sum, that was evidence of an intention that that estate should be the primary fund for the payment of the debt, although the mortgagee might be entitled by custom or otherwise to a general lien on other property belonging to the mortgagor. His lordship agreed with the decision of Chitty, J., and the reasons he had given for it. BRETT, L.J., concurred, but said that he did not intend to decide whether, if a shareholder owed the bank £10,000, and his shares were forfeited for non-payment, and were sold by the bank for £10,000, they could afterwards sue him for the debt. His lordship said he should struggle hard to avoid such a construction of the provisions of the deed of settlement. But it was not necessary to decide the point now, for the bank having made no demand for payment of the debt of the testator, the power of forfeiture never arose, and, therefore, could not give any security to the bank. And the power of preventing a shareholder from transferring his shares only arose if he wished to do so. If he did not, the company would be helpless, and that power could not, therefore, be said to create a charge or lien on the shares. COTTON, L.J., said that the provisions of the deed of settlement did not create any charge or lien on the shares for a debt due by the shareholder to the company, but only enabled the company to put a pressure on the shareholder to compel him to pay the debt, and the proper inference from a mortgage of property for a specific debt was that the testator intended the mortgaged property to be the primary fund for the payment of the debt.—SOLICITORS, *Murray, Hutchins, & Stirling.*

PROOF IN BANKRUPTCY—ADMISSION BY TRUSTEE—RIGHT TO APPLY TO EXPUNGE—LAPSE OF TIME—BANKRUPTCY RULES, 1870, RR. 72, 73.—In a case of *Ex parte Harper*, before the Court of Appeal on the 27th ult., the question arose whether the trustees of an inspectorship deed, executed in 1869 under the provisions of section 192 of the Bankruptcy Act, 1861, and which provided that the estate of the debtors should be administered as in bankruptcy, could apply in May, 1882, to expunge the proof of a debt which it was said that they had admitted in May, 1879. Rule 73 of the Bankruptcy Rules, 1870, provides that "if, at any time after the admission of any debt by the trustee, he shall have reason to believe that such debt has been improperly admitted, he may apply to the registrar, upon affidavit setting forth the facts, for a day to be appointed for the court to consider the propriety of expunging the proof or reducing the amount thereof." JESSEL, M.R., said that rule 73 had no direct bearing on the case, because the deed was executed before the Act of 1869 came into operation. But that rule only expressed the old rule of practice in the Court of Bankruptcy. There was no limit to the time within which an application might be made to expunge a proof of debt, and there were numerous cases in which proofs had been expunged after the lapse of years, on the ground that the original admission was wrong. The new rule was in accordance with the old practice. No injustice would be done, for dividends already paid in respect of the proof would not be disturbed. The expunging only affected future dividends. BRETT, L.J., could see no reason why delay should estop the trustee from expunging that which ought never to have been admitted. Rule 73 adopted the old practice in the largest possible terms, and under both the old practice and the new rule, if the trustee had admitted a proof in the most formal way, it could, at any time afterwards, however long, be expunged, if it had been originally improperly admitted. COTTON, L.J., concurred.—SOLICITORS, *Simpson & Cullingford; Peacock & Goddard.*

COURT OF BANKRUPTCY—JURISDICTION—DISCRETION—STRANGER TO BANKRUPTCY PROCEEDINGS—FRAUDULENT DEED—13 ELIZ. C. 5—BANKRUPTCY ACT, 1869, S. 72.—In a case of *Ex parte Price*, before the Court of Appeal on the 27th ult., the question arose whether the Court of Bankruptcy ought to exercise its extraordinary jurisdiction under section 72 of the Bankruptcy Act, 1869, as against a stranger to the bankruptcy for the purpose of

setting aside a deed which had been executed by the bankrupt about a year and a half before the commencement of the bankruptcy, and which the trustee in the bankruptcy alleged to be fraudulent under the statute 13 Eliz. c. 5. By the deed in question the bankrupt had conveyed to his father, professedly in consideration of £100, some land which was worth about £500, and the trustee alleged that after the execution of the conveyance the bankrupt continued to deal with the property as absolute owner, and that the conveyance was executed only for the purpose of defeating and delaying the bankrupt's creditors. The bankruptcy proceedings were in a county court, and the trustee applied to the court for a declaration that the deed was void as against him. The father objected to have the question tried in the county court, and insisted that it might be determined in an action in the High Court, where he would have the advantage of a jury of twelve men. The judge overruled the objection and made an order declaring the deed void. Bacon, C.J., held that the case was one in which the Court of Bankruptcy ought not to exercise its jurisdiction under section 72, but ought to leave the matter to the ordinary tribunals. This decision was affirmed by the Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.). It was urged, on the authority of *Ex parte Brown* (L. R. 11 Ch. D. 148), that, inasmuch as the trustee was claiming, not through the bankrupt, but by a higher and better title, the Court of Bankruptcy ought to decide the question itself. JESSEL, M.R., said that after the decision in *Ex parte Armitage* (L. R. 17 Ch. D. 13), it must be held that section 72 enabled the Court of Bankruptcy to try all cases of this kind itself if it was desirable to do so. But the court had a discretion whether it would try them or not, and the mode in which that discretion ought to be exercised was fairly pointed out in *Ex parte Armitage*. In the present case there was an allegation of gross fraud against the father and the son—viz., that they conspired together to sell the property to the father in order to cheat the creditors of the son. Property worth £500, and questions seriously affecting character were involved. The father, who was not a bankrupt, and who was not directly amenable to the jurisdiction of the Court of Bankruptcy, desired that the question should not be tried in the county court, but by the ordinary tribunals, where it would be tried by a judge of high rank, and there would be a jury of twelve men (instead of only five), and he could have the assistance of a higher class of counsel. Was this an unreasonable objection? Ought the court to compel the father to submit to the jurisdiction of the county court in a case in which the amount at stake was so much beyond the ordinary jurisdiction of a county court, except in bankruptcy matters, and such serious questions of character were involved? The judge of the county court appeared to have thought that he had no discretion in the matter, and not to have exercised any. Therefore there was nothing in the objection that the Chief Judge had interfered with the exercise of discretion by the county court judge. His lordship thought that the Chief Judge had come to a right conclusion. BRETT, L.J., said that, assuming that the objection to the deed arose only under the Statute of Elizabeth, he thought that the Court of Bankruptcy had jurisdiction to try the question, and the only ground on which the order of the county court judge could be interfered with was that he had a discretion which he did not exercise. If the matter in dispute had been of small amount—say, under £50—his lordship should have thought that the court ought not to interfere with the discretion of the county court judge, if he had exercised it by saying that he would try the case himself. In the same way, if the amount in dispute had been a large one in a case within the district of the London Bankruptcy Court, and the Chief Judge had said that he would try it himself with a jury, his lordship would not have been inclined to interfere. He thought the case would not stand on any different footing if the allegation was that the deed was void, not under the Statute of Elizabeth, but as a fraudulent preference. No doubt the fact that the allegation of fraud was made under the Statute of Elizabeth had something to do with the question whether the jurisdiction should be exercised, but his lordship did not wish to preclude himself from saying that, even if the question to be tried was one of fraudulent preference, it might not be right, if the party objected, that it should not be tried in the Court of Bankruptcy. But here there was a charge of personal fraud, and the father objected to have a question affecting his character and his right to property worth £500 decided in a county court, not from any personal objection to the judge, but because he wished to have the case decided by a jury of twelve of his countrymen under the superintendence of a judge of the High Court. Moreover, if it was tried in that way, it would be tried at the assizes by a jury of neighbours of his own who knew his character. This was of immense importance to him, if he was an honest man, and it would be a strong thing to deprive him of this right. *Ex parte Armitage* was a direct authority for such a case. COTTON, L.J., concurred.—SOLICITORS, *W. W. Wynne & Son; Ullithorne, Currey, & Villiers.*

BILL OF SALE—STATEMENT OF CONSIDERATION—REGISTRATION—AFFIDAVIT—EXPLANATION TO GRANTOR—BILLS OF SALE ACT, 1878, ss. 8, 10.—In a case of *Ex parte Bolland*, before the Court of Appeal on the 27th ult., a question arose as to the statement of consideration in a bill of sale, and there was the further question whether the affidavit which has to be filed on the registration of a bill of sale ought to contain a statement that the effect of the deed has, before its execution, been explained by the attesting solicitor to the grantor. Section 8 of the Bills of Sale Act, 1878, provides that "every bill of sale to which this Act applies shall be duly attested and shall be registered under this Act within seven days after the making or giving thereof, and shall set forth the consideration for which such bill of sale was given," otherwise the bill of sale is to be void as against a trustee in bankruptcy of the grantor, unless apparent possession of the property is taken by the grantee before the filing of the bankruptcy petition. Section 10 provides that "a bill of sale shall be attested and registered under this Act in the following manner:—(1) The execution of every bill of sale shall be attested by a solicitor of the Supreme Court, and the attestation shall state that before the execution of the bill of sale the effect thereof has been explained to the grantor by the attesting solicitor. (2) Such bill, with every schedule or inventory thereto annexed or therein referred to, and also a true copy of such bill and of every such schedule or inventory, and of every attestation of the execution of such bill of sale, together with an affidavit of the time of such bill of sale being made or given, and of its due execution and attestation, and a description of the residence and occupation of the person making or giving the same . . . and of every attesting witness to such bill of sale, shall be presented to, and the said copy and affidavit shall be filed with, the registrar within seven clear days after the making or giving of such bill of sale." The questions arose thus:—In October, 1879, Roper agreed to purchase a leasehold brewery from Booth for £2,500. An assignment to Roper was executed, dated the 21st of October, 1879, by which Booth acknowledged the receipt of the £2,500. In fact, only £500 was paid by Roper, it being agreed that the balance of £2,000 should remain on the security of a mortgage to Booth of the property, and a bill of sale to him of the stock-in-trade and other loose chattels and effects in the brewery belonging to Roper. This mortgage deed was executed immediately after the assignment, and was dated the 22nd of October, 1879, and it was expressed to be made in consideration of £2,000 "paid by the grantor to the grantee immediately before the execution of these presents," the receipt whereof the grantor did thereby acknowledge. No part of the £2,000, in fact, passed between the parties, but it was the balance due to Booth upon the purchase of the brewery. The execution of this deed by Roper was attested by a solicitor, and the attestation clause stated that, before the execution, the effect of the deed was explained by the solicitor to Roper. The deed was registered under the Bills of Sale Act, the affidavit filed on the registration being made by the attesting solicitor. The affidavit stated that the deponent was present and saw Roper sign and execute the deed on the 22nd of October, 1879, but it did not state that the effect of the deed was explained to him by the solicitor before he executed it. Roper filed a liquidation petition in the Liverpool County Court in August, 1880, and the trustee in the liquidation applied to the court to declare the mortgage deed void as against him, as regarded the chattels comprised in it, on the grounds (1) that the consideration for the deed was not truly stated in it; and (2) that the affidavit ought to have stated that the effect of the deed was explained by the solicitor to the grantor before he executed it. The county court judge held that the deed was void against the trustee on the latter ground. Bacon, C.J., reversed the decision, holding that neither objection was tenable. The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) affirmed the decision of the Chief Judge. JESSEL, M.R., thought that both points were covered by previous decisions. As to the first point, the consideration stated in the bill of sale was £2,000 paid by the grantor to the grantee immediately before the execution of the deed. What did these words mean, having regard to the facts? The grantor owed the grantee £2,000, part of the purchase-money of the leasehold property. He had paid him £500 in cash, and he gave him the bill of sale as security for the balance of £2,000, and this was accepted by the grantee instead of payment. Was this in law a payment of the £2,000 by the grantor to the grantee? His lordship had no doubt that it was, or that it would support a plea of payment in an action. It was not necessary that anyone should attend with the £2,000 in bank-notes or sovereigns, and that they should be handed over and then handed back. When the transaction was a *bonâ fide* one such an arrangement had always been held to be a payment. And *Ex parte Challinor* (29 W. R. 205, L. R. 16 Ch. D. 260) was an express decision of the Court of Appeal, which had been since recognized, that such a mode of payment was a payment, and was properly so described. As to the other point, the word "attestation" in sub-section 1 of section 10 of the Act meant the "attestation clause," and that sub-section provided that the same clause should state the fact of attestation, and also the fact of explanation. The explanation was no part of the attestation; it was to take place before the execution of the deed. Then, in sub-section 2, the word "attestation" meant the attestation itself, and what was required was an affidavit of the attestation—that is, that the deed was signed, sealed, and delivered in the presence of the attesting witness. The words of the Act, therefore, were satisfied by the affidavit made in the present case. It was suggested that the affidavit should go on to say that before the execution the deed was explained by the solicitor to the grantor. But there was no such provision in the Act, and it would be wholly unnecessary, for a copy of the attestation clause must be filed on the registration and could be seen by any creditor of the grantor. Indeed, the very point was decided by this court in *Ex parte National Mercantile Bank* (28 W. R. 848, L. R. 15 Ch. D. 42), in which it was held that the Act did not require that any actual explanation should be given to the grantor, but only that the attestation clause should state that an explanation had been given. That could not be so if it was necessary that there should be an affidavit that the explanation was given. The present argument was wholly inconsistent with the decision in that case. BRETT, L.J., said that what took place in the present case would be said by any man in business, and would be held in any court of law, to be a payment of £2,000, and if it was necessary to plead payment in an action, the plea would be proved by that which had taken place. As to the other point, it was decided by the very words of the Act. The execution of the bill of sale was to be attested by a solicitor, and when section 10 said that the "attestation" should state that, before the execution of the deed, its effect had been explained to the grantor, it must mean that the attestation clause should state this. The explanation could not be part of the execution, which was the thing to be attested. Then sub-section 2 said that there was to be an affidavit of the "due execution and attestation" of the deed—i.e., of the fact, not of the clause, of attestation—that the person who attested was present and saw the deed executed. In order to support the present argument, sub-section 2 ought to require that the affidavit should state that,

before the execution of the deed, its effect was explained to the grantor. This, however, would be adding to the Act. If the Act was not clear, it followed from *Ex parte National Mercantile Bank* that the affidavit in the present case was sufficient. COTTON, L.J., said that the first point was entirely disposed of by what was said by JAMES, L.J., in *Ex parte Challinor*. He said, "Whether the whole of the mortgage money is actually paid by the lender into the hands of the borrower, or whether part of it is with his privity or by his direction employed in the payment of a debt due by him, it is equally in a legal sense paid to him." In the present case the £2,000 was, by the direction or with the privity of the mortgagor, applied in satisfying what was due from him to the mortgagee. Of course, it must be applied in paying a debt due at the time, independently of the mortgage transaction itself. The whole argument in support of the other objection arose from an inaccurate use of language in section 10. In sub-section 1 the word "attestation" must mean "attestation clause," and in sub-section 2 the words "due execution and attestation" meant that the deed had been duly executed and attested. The thing required as to the mode of attestation was that the execution should be attested by a solicitor. The explanation was something collateral, which was to be done before the deed was executed.—SOLICITORS, *H. G. Field; Chester & Co.*

CONTEMPT OF COURT—CHARITY COMMISSIONERS—DISOBEDIENCE TO ORDER TO ACCOUNT—MOTION TO COMMIT—CHARITABLE TRUSTS ACT, 1853 (16 & 17 VICT. C. 137), ss. 14, 15, 16, AND CHARITABLE TRUSTS AMENDMENT ACT, 1855 (18 & 19 VICT. C. 124), s. 6.—In the case of *Re The Royal Dramatic College*, before Chitty, J., on the 28th ult., a motion was made on behalf of the Charity Commissioners for the committal of the respondent for contempt of court in not delivering to them, in compliance with an order made by them on the 9th of June last, a detailed statement in writing, showing where, and in whose names, and upon what security, a sum of £334 11s. 3d., being moneys subject to the trusts of the above charity, and paid to the respondent, was deposited, standing, or invested. It appeared that the Royal Dramatic College was dissolved in 1878, and that, on the 29th of March of that year, a scheme was sanctioned by the Charity Commissioners for carrying on the charity. Under this scheme the late Mr. Benjamin Webster was the surviving trustee, and, by his direction, certain books, pictures, and costumes were, on the 24th of February, 1881, sold for the sum of £334 11s. 3d., which sum was paid to, and still retained in the hands of, the respondent, who was the solicitor representing Mr. Webster in the matter. The respondent had given notice to the commissioners of the sale and sum realized, and had written to them for advice, but declined to comply with their applications for detailed accounts, on the ground that the proceeds of sale of the effects were not included in the scheme (which referred to the real estate of the charity), nor subject to the trusts of the Royal Dramatic College, or of any other charity, but received and held adversely to the charity. It was contended by the respondent that there could be no jurisdiction in the commissioners over property which was not being administered, and that as he had stated that he claimed adversely to them, the statutory jurisdiction of the commissioners under the Charitable Trusts Act, 1853, was ousted under the 15th section of the Act, and that in any event it was not shown by the commissioners that any application in writing enabling them to interfere under the 16th section had been received by them. CHITTY, J., said that the sum in question was admittedly the proceeds of sale of property comprised in the charity, and that the endeavours of the respondent to oust the Charity Commissioners from their useful statutory jurisdiction was absurd, for it could not be contended that there was any claim to hold the money adversely to all claims in respect of its being charitable property. Therefore, in the absence of any proposition on behalf of the respondent, the order asked for must be made. The matter then stood over until the 1st inst., when it appearing that the respondent had delivered the account required of him, it was arranged that upon his undertaking to, within six weeks, pay to the official trustee the amount in hand, less £56 due to him for costs, and also to pay the costs of the motion, an order of committal should not be drawn up unless and until default.—SOLICITORS, *Clabon; W. S. Webster.*

TRUSTEE—TRUST FOR SALE—POWER TO MORTGAGE—POWER OF SALE.—In the case of *Re The Gloucestershire Banking Company*, before Chitty, J., on the 28th ult., a question arose whether the trustees of a will of real estate with a trust to sell, with the consent therein mentioned, were authorized to mortgage the estates devised. It appeared that the estates were charged by the testator with the payment of his debts, and that the trustees had a discretionary power to postpone the sale for such period as should seem to them expedient. The trustees stated that they had made various attempts to sell, but were unable to do so except at a sacrifice, and that a mortgage was the discreetest mode of raising the money necessary for carrying out their trust. The question was also raised whether a mortgage should, under the circumstances, contain the usual power of sale. CHITTY, J., said that an examination of the will showed that the case was excepted from the general rule that a trust for sale did not authorize a mortgage. The case seemed to fall within the words of Lord St. Leonards in *Stroughill* v. *Anstey* (1 D. M. & G. 643), ruling that the question was whether a mortgage was or was not authorized by the will, and that it was to be considered that where the trustees had the legal estate, and were to perform a particular trust through the medium of a sale, although the direction for a sale did not properly authorize a mortgage, yet, if the circumstances would justify the raising of the particular charge by a mortgage, it was in the discretion of the court whether the particular mode would be sanctioned, as it might be the saving of an estate and the most discreet thing that could be done. With reference to the other question, his lordship was of opinion that, if the trustees were authorized to mortgage, there was no objection to the insertion in the mortgage of the usual power of sale, which was by custom and statute an essential clause in every simple mortgage.—SOLICITORS, *Wilkins, Blyth, & Dutton; Field, Roscoe, & Co.*

INFANT—RELIGIOUS EDUCATION—WISHES OF FATHER.—In a case of *In re Clark*, before KAY, J., on the 31st ult., a question arose as to the religious education of an infant ward of court whose father was dead. The application was made for the purpose of obtaining an allowance for the maintenance and education of the infant out of real estate to which he was entitled as heir of his father, and also to obtain directions as to the faith in which the infant was to be brought up. The father of the infant was a Protestant. He married a German lady, who was a Roman Catholic. Before his marriage he stipulated in writing that his children should be brought up in the Catholic faith. The first child of the marriage, a girl, was born in England in February, 1871. She was baptized as a Roman Catholic. The second child was a son, the infant now in question. He was born in Germany in November, 1873. He was baptized as a Roman Catholic; his sponsor by proxy was an English Roman Catholic priest, to whom the father had written to ask him to be the godfather. There was another child of the marriage, a girl, born after the death of her father. The father appointed no guardian by will, he having died intestate. He was entitled in remainder, on the death of his own father, the tenant for life, to the fee simple of an estate in Lancashire, the income of which was about £2,600 a year. He had no other property, but received from his father an allowance which was continued to his widow down to the time of the grandfather's death. The father and mother after their marriage lived in Germany. The children were brought up by the mother in her own faith without any interference by the father, who, although he professedly continued a Protestant, did not go to any Protestant place of worship, but often with his wife attended mass. On the other hand, in a letter to his mother previously to his marriage, he had expressed an intention that, if he had a son who inherited the estate, notwithstanding that the children were to be baptized as Roman Catholics, such child should be brought up as a Protestant, and his confidence that his intended wife would be satisfied by a Roman Catholic baptism. He had also, subsequently to the marriage, in writing to his mother, expressed his desire that, if he had a son, he should be educated at an English public school. KAY, J., said that, in this kind of case, the court was placed in much difficulty. In his opinion, the decision ought to be without the smallest bias as to the question of faith. There was no doubt as to the ordinary rule affecting the faith in which a ward of court was to be brought up, that the court, or any person who had the guardianship of a child after the father's death, should have sacred regard to the religion of the father in dealing with the child, and, unless under very special circumstances, ought to see that the child was brought up in the religious faith of the father, whatever that might have been. On the other hand, the court had to consider whether the father had himself indicated any particular faith in which he wished his child to be brought up. If the father had not indicated expressly what faith he wished his child to be brought up in, but had acted in such a manner as to show an abdication or abandonment of his right to have him brought up in his own faith, as had happened in some cases, that again was a circumstance which the court was bound to have regard to. Other circumstances to be looked at were what, according to the existing state of things, it was likely that the father, if alive, would have desired, and what, under the particular circumstances of the case, was most for the benefit of the child. The agreement as to the religious education of the children, had, of course, no legal validity. On the facts his lordship came to the conclusion that the father had indicated a wish that his children should be brought up in the Roman Catholic faith. Further, he thought it was for the advantage of the child that he should be brought up in that faith; if a contrary intention were come to, some provision would have to be made for taking the child out of the custody of the mother, except during holidays, and away from his sisters, who, as they had no property, and were not wards of court, would, in any event, be brought up in the faith of their mother. Again, there seemed to be no reason why the boy could not be educated at an English public school, if the court should hereafter consider that desirable, though he were a Roman Catholic, or even proceed to an English university. And, considering that the property was situated in Lancashire, where there were many Roman Catholics among the gentry, when he grew up he would find himself in a position that was not in the least injured by the fact of his being a Roman Catholic. His lordship appointed the mother and a paternal uncle as guardians, and allowed £800 a year maintenance until further order, the guardians undertaking, when called on to do so, to bring the infant within the jurisdiction.—SOLICITORS, *Bower, Cotton, & Bower.*

DIVORCE—DECREE NISI—DECREE ABSOLUTE—POWER TO FIX A SHORTER TIME—MATRIMONIAL CAUSES ACT, 1866 (29 & 30 VICT. C. 32), s. 3.—In the Probate, Divorce, and Admiralty Division, on the 1st inst., an application was made on behalf of the petitioner in the suit of *Rippingall* v. *Rippingall and Lockhart*, to shorten the time for making absolute a decree *nisi* for a divorce. The Matrimonial Causes Act, 1866 (29 & 30 Vict. c. 32), s. 3, provides that no decree *nisi* for a divorce shall be made absolute till after the expiration of six months, "unless the court shall, under the power now vested in it, fix a shorter time." In the present case the decree *nisi* was pronounced on the 15th of February last, and therefore could not be made absolute before the 15th of August, when the court would have risen for the long vacation. The special grounds relied upon in support of the motion were these, that the petition was filed on the 8th of July, 1881, and was ready for trial in the ensuing November; but that in consequence of the court not sitting for the trial of special jury causes during the Michaelmas Sittings, it could not be heard until after Christmas, and thus three months had been lost through no *laches* on the petitioner's part. The Queen's Proctor had been communicated with, but had refused to give his assent to the present application. The petitioner's counsel relied upon *Fitzgerald* v. *Fitzgerald* (L. R. 2 P. & D. 136) as an authority.

HANNEN, P., observed that the real ground for the application was the circumstance that the six months for making the decree absolute expired during the long vacation, but this was a matter of frequent occurrence, and to grant the application would open the door for an indefinite number of similar applications. *Fitzgerald v. Fitzgerald* was not in point, for that case had been for many months before the Queen's Proctor, who had become satisfied that there was no necessity for intervention. Here the Queen's Proctor had in effect left the matter in the hands of the court, and, dealing with the case upon general principles, the application must be refused. — SOLICITOR, *Turner*.

SOCIETIES.

INCORPORATED LAW SOCIETY.

As stated last week, the president, council, and members of the Incorporated Law Society were entertained by the Lord Mayor at a banquet at the Mansion House on the 27th ult. At the close of the banquet, says the *City Press*, after the customary toasts, the LORD MAYOR said: I have now to propose a toast which I trust will be interesting to us all. It is "The Health of the President, the Vice-President, and the Council of the Incorporated Law Society of the United Kingdom." Gentlemen,—This hall is one in which there have been a great number and a great variety of entertainments. There have been here received almost all the institutions, and the interests which have made law, religion, and commerce famous, but I think there has been one oversight which I trust this evening will remedy. Bacon said that religion formed the chief bond of human society. Well, no doubt it does in a spiritual sense; but I venture to think that in a physical sense the strongest bond of human society is the law. Now, I have also been attracted by an observation of Horace that some are razors and others are the bones on which the razors are sharpened. Well, there are now a great many razors in this world, but I venture to suggest that the interest which I have the honour to entertain this evening is a remarkable instance of the bone on which so many razors are set. Gentlemen, I am much honoured in receiving you here this evening, for there is no question whatever but that you represent the greatest power in this country, and I then look around and I say, how has that power been exercised? Has it been for the good of society? Has society prospered guided by a power which holds it in its grasp, and from which it cannot escape? Well, I think I am within the bounds of reason when I say that the national prosperity has gone hand in hand with the advancement and the protection of the law; that the law has ever been one of the civilizing elements of society; and that the most influential portion of society have been lawyers in this country. Of course, I include the bench and the bar, but those are elements which have been entertained in this room from time immemorial, but I think that at least those razors who have sharpened themselves so long upon the solicitors cannot but feel that I have justification in asking you here to-night. The Incorporated Law Society, whom we more especially greet this evening, is a special instance of the organization for good which the law and solicitors have effected for their country. They are incorporated by Act of Parliament and by charter, and it is to them that we look, and on them that we depend, that there shall be none enter into practice of the law but of good reputation and of sound knowledge of the principles of law; and it is not a little to say that they have successfully established a great school of lawyers which is now governing, with a power that few people imagine, but which thoughtful men will admit, the whole of the ordinances of this country; and that service of examination, that service of domination over evil and support of good is rendered by the Incorporated Law Society without fee or endowment. I think, therefore, that I have made a good case, and a good reason why I, as the Chief Magistrate, should feel honoured in the presence of the president, the vice-president, and members of the Incorporated Law Society, and that I have also good reason to ask the representatives of the solicitors of London and England to be present here to-night. I couple with this toast the name of Mr. Paine, the president of the Incorporated Law Society.

The PRESIDENT, in reply, thanked his lordship for the flattering manner in which he had spoken of the society and lawyers generally. In proposing the toast, the Lord Mayor had touched upon nearly everything which could be said on the subject. It was not for him to dwell upon responsibilities and duties of solicitors, for that his lordship knew all about, nor had he anything new to say to the company present, for all assembled there that evening were members of the society, and were well acquainted with what was being done. Some might not agree with all the council sometimes did, but they might rest assured that the intention was the best interest of all. There was one matter which had given a good deal of trouble, but which he hoped would be soon settled. At the present time his mouth was closed on the subject, and, therefore, he asked the indulgence of the company to pass from it. Speaking of the society itself, Mr. Paine said they had in their course generally been reticent, and had not courted public notoriety. The leading journal, however, had recently favoured them with an article, in which it was shown the kind of duties performed by the society, how they were carried out, and the great strides which the society had made in later years.

Mr. F. H. JANSON (vice-president) then submitted the toast of "The Lord Mayor," which was warmly received. Without expatiating on the subject, he would at once remark that it was very good of the Lord Mayor to ask this society to the Mansion House, where they had been received with so much cordiality, hospitality, and splendour. The Lord Mayor had referred to his connexion with lawyers; and he (the speaker) would remark that he had noticed what a large amount of legal knowledge his lordship brought to bear in dealing with the cases brought before him at the Mansion House, and his judicial mind had so developed, if he might be allowed to put it in that way, that he thought they ought to make him an honorary member of the society.

The LORD MAYOR acknowledged the compliment, and, in conclusion, expressed the hope that the Law Society might flourish, for the advantage of the public and the profession, and that he might have the honour of being remembered for this occasion.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, August 3, the following being present—viz., Mr. E. Tylee (Chairman), and Messrs. Beodle, Desborough, jun., Finch, Hedger, Ryan, Sidney Smith, H. Tylee, and A. E. Carpenter (Secretary), grants of £5 were made to the widows of solicitors, and £25 to a member, and the ordinary general business was transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates were successful at the Preliminary Examination held on the 12th and 13th of July, 1882:—

Apps, Whitmore Frederick
Atchley, Henry Wilmot Wickham
Badcock, Frederick
Banloft, Guy Cyril
Barker, Frederick Hubert
Berridge, Samuel Murpott
Booth, Joseph Lister
Booth, Sam
Bowen, Arthur Kendrick
Bowen, Ignatius Edward
Broomhead, Thomas
Bull, William James
Bury, Walter Wilfred
Bush, Harrington Paul
Byrne, Peter
Cadle, Clement Pearce
Cartmel, George Edward
Clegg, Sam
Cockcroft, Richard Lonsdale
Cockle, Ernest
Coley, William
Coode, George Jones
Cowan, Thomas Galloway
Cox, Henry Herbert
Crow, John Henry
Crump, Frank Charles
D'Arcy, Francis Meager
Davies, Alexander Reid
Davis, Hasbrouck
Day, Charles Gregory
Denman, Thomas Hercey
Drake, Arthur Herbert
Druitt, Alan
Dubois, William Arthur
Dunn, Henry Penniston
Edwards, William George Albert
Eley, Robert Spence Taylor
Elsby, Arthur James
Elliot, Michael William Harry
Emsley, Robert Garside
Eskrigge, Theodore Robson
Evans, Charles Denham
Faber, Frank Stanley
Fenwick, Joseph
Ferrington, George William
Fielders, E.
Fletcher, James Herbert
Floyer, Sydenham Ernest
Fox, Edmund Thomas
Galt, William Bruce
Graham, Peter
Green, John Walter
Hall-Say, Geoffery Norman Edward
Harries, James Symmons
Hart, Samuel Hopgood
Hetherington, John Bowerbank
Hill, Frederick William
Hills, Henry Maurice
Hodgson, James Harvey
Huskingson, Charles John
Jackson, Æmilius Hartman
Johnson, Samuel John
Jones, Harry (of London)
Jones, Harry (of Wolverhampton)
Jones, Lloyd Overstone
Jones, John Piers Lloyd
Jones, William Edward
Kelly, John Joseph
Kerr, Francis James
Knowles, Edward
Lance, Cyril William
Lane, Horace Houlton
Leake, John Haaleham
Ledsam, Henry Thomas Clutton Salt
Lewis, Thomas Ellerker
Lilley, George Trice
Lloyd, Francis Horatio
Logan, George Alfred
Lowther, Newton Ernest
McArthur, Allen Gordon
Main, Francis Ingram
Martin, Percy William
Mead, James Ernest
Metcalfe, Robert John Golborne
Michell, G. B.
Miles, Alfred Horsfall
Milner, Charles Dickens
Milne, Joseph
Monk-Smith, Robert Lionel
Morland, Francis John
Morland, George Holbrow
Mould, Samuel
Mumby, Frederick Hugh
Naylor, Benjamin Round
Nevins, Victor Edgar Edmondson
Orford, Lewis Alfred
Parham, Maurice Crozier
Parfect, Henry W. W. J.
Parker, Alan Montague
Parkin, Agar Hooper
Paull, Frederick Reginald
Payne, Thomas Stockwood
Pears, Arthur Grant
Phillips, Llewellyn
Pollard, John Empson Toplis
Prichard, Richard Henry
Ransom, D'Oyley Scott
Rockett, Charles Colsby
Ridley, William Allder
Roberts, John Richard
Robinson, Cecil Peregrine
Roche, Charles Hubert
Rogers, William Augustus Fydell
Rotherham, Richard Alexander
Round, Charles
Salt, Walter Sutton
Sanderson, Stephen Goodman
Sandiford, H. M.
Scholefield, John
Scholefield, Joshua
Shastell, Charles Henry
Sharpley, Philip Henry
Sharpley, Sydney Thomas
Shaw, Bernard Lefevre
Shaw, Frank
Shaw, Walter John
Simpson, Clayton
Sleigh, Myles Athiason
Smith, Charles John Bedford
Steele, Charles Deane
Stephen, St. Leger Grant
Stirk, James William Edward
Stokoe, John Herbert
Stoneham, Reginald Charles
Swaine, William
Swift, William Gilbert

Swinhoe, Rodway Charles John
Thompson, Justus Arthur Poole Phelps
Timothy, David
Toms, George Chester
Townsend, Arthur Robert
Varcoe, James
Walker, Henry Baines
Walsh, John
Walthew, James Bankes
Ward, Harry Dacre Michael
Watkins, Daniel
Watson, Frank
Wheldon, Thomas Edward
White, Charles Edward
White, Francis Symmonds
White, George Alfred Huelin
White, John
Wilkinson, William
Wilson, Robert Henry Bourchier
Williams, Herbert
Winnall, Charles Pears
Wood, Henry Plant
Wright, Arthur Ernest

UNITED LAW STUDENTS' SOCIETY.

At a meeting of this society, held at Clement's-inn Hall, on Wednesday, July 26, Mr. E. F. Spence in the chair, after the business of the evening had been disposed of, Mr. Mott-Whitehouse brought forward the following motion:—"That the 'circuit' system should be abolished, and provincial courts of justice established in its place." The opener was supported by Messrs. Spence, Templer, and Bartrum, and opposed by Messrs. Bull and Napier. Mr. Mott-Whitehouse replied, and the motion, on being put to the vote, was carried by a majority of one.

OBITUARY.

MR. G. W. ANSTIE.

Mr. George Washington Anstie, solicitor, who died at his residence, Park Dale, Devizes, on the 17th ult., in his eighty-third year, was the sixth son of Benjamin Webb Anstie, Esq., of Devizes, by Hannah, daughter of John Overbury, Esq., of Tetbury, and was born in the year 1800. Mr. Anstie was educated at Mill Hill Grammar School. He was articled in Bristol, but spent a year or two in the office of Messrs. Swain & Co., of London, and it was during his stay there that the late Lord Beaconsfield made, in the same office, his transient acquaintance with the lawyer's desk. Mr. Anstie was admitted in 1822 and went into practice at Devizes, where for many years he took an active part in public business. He worked energetically for Parliamentary Reform, Negro Emancipation, and Corn Law Repeal, and he was an early and zealous promoter of the Temperance movement. He retired from practice many years before his death. Mr. Anstie married first, Harriet, daughter of William Tomkins, Esq., of Abingdon, by whom he has left five surviving children; and, secondly, Anne, daughter of Robert Tomkins, Esq., of Berkeley, who survives him.

LEGAL APPOINTMENTS.

Mr. William Comyns Clifton, solicitor (of the firm of Haynes & Clifton), of 4, Tokenhouse-yard, and of Stratford and Romford, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Henry Latham, solicitor, of Congleton, has been appointed Registrar of the Congleton and Sandbach County Court (Circuit No. 9), on the resignation of his father, Mr. John Latham. Mr. H. Latham was admitted a solicitor in 1870.

Mr. Francis Robertson Moore, solicitor, of Warwick and Leamington, has been elected Clerk to the Warwick School Board. Mr. Moore was admitted a solicitor in 1861. He is coroner and clerk to the magistrates for the borough of Warwick.

Mr. Joseph Pearce, solicitor, of 39, Essex-street, has been appointed a Commissioner for taking Affidavits in England for Use in the Supreme Court of the Colony of Victoria.

Mr. Robert Macleane Paull, solicitor, of Truro, has been appointed Secretary to the Vice-Warden of the Stannaries, in succession to his partner, the late Sir Philip Protheroe Smith. Mr. Paull was admitted a solicitor in 1866.

Mr. George Smith, solicitor, of Salisbury, has been elected Secretary to the Salisbury Infirmary. Mr. Smith is coroner for the city of Salisbury. He was admitted a solicitor in 1848, and is in partnership with Mr. Henry William Cobb, who is clerk to the county magistrates.

Mr. Theophilus Lott, solicitor, of Oxford and Shipston-on-Stour, has been appointed Registrar of the Shipston County Court (Circuit No. 22), in succession to Mr. Edward Vere Nicoll, resigned. Mr. Lott was admitted a solicitor in 1879.

Mr. George Burton, solicitor (of the firm of Jennings, Son, & Burton), of 17, Gracechurch-street, and of Burton-on-Trent, has beenhappointed a Notary Public for Burton-on-Trent and ten miles round.

Mr. William B. Cropt, of Mildmay-chambers, 7, Union-court, Old Broad-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTIONS OF PARTNERSHIPS.

A. Leslie and T. C. Fenwick, solicitors, 34, Conduit-street, Regent-street (Leslie & Fenwick). July 25.

Samuel Bright Williams and Joseph Howlett, solicitors, Redditch and Birmingham. June 30. [*Gazette*, July 28.]

PROPOSED INCORPORATED LAW SOCIETY FOR SCOTLAND.

The *Scottish Journal of Jurisprudence* says:—A meeting of enrolled law agents was held in Edinburgh on the 20th ult. to receive a report from a committee appointed at a meeting held on the 19th of December last, and to take such action thereon as might be considered desirable. Mr. W. M'Clure, of Greenock, was in the chair; and representatives were present from Glasgow, Edinburgh, Dundee, Greenock, Dumfries, Perth, Hamilton, Airdrie, Elgin, Falkirk, &c. The report of the committee, *inter alia*, stated that the committee had acted upon the resolutions passed at the meeting last December. These resolutions were: (1) "That in the opinion of the meeting it is desirable to form a society similar to the Incorporated Law Society of England, which shall be open to the whole legal profession in Scotland, to be called the Incorporated Law Society of Scotland." (2) "That the society shall consist of individuals, and shall not be confined to any branch of the profession, the sole qualification being that the member shall be an advocate or law agent duly admitted to practise before either the Supreme or Local Courts of Scotland." (3) "That a committee be appointed to take the necessary steps for the formation of such a society, to draw up a constitution and rules, and when ——— members have expressed their intention of becoming members, a meeting be called to consider the constitution and rules drawn up by the committee." The committee nominated had framed drafts of all documents necessary, with the view of an application being made to the Crown for a charter of incorporation. They had thereafter, by issuing a circular to the profession stating the objects and scope of the proposed society, taken means to satisfy themselves that the incorporation of such a society would be heartily supported. They had received assurances of support from 300 members of the profession, and they had reason to believe that this number would be largely increased so soon as the society is actually formed. The committee further stated that having ascertained that the Lord Advocate would be prepared to consider the terms of the constitution and bye-laws, together with any memorial in support thereof, they had prepared, and now submitted for the consideration of the meeting, drafts of a charter and bye-laws on the model of the charter and bye-laws of the English Incorporated Society, together with a memorial and other documents to be transmitted to the Lord Advocate. In laying this report before the meeting, the convener mentioned that he had received from Inverness and other important local faculties communications to the effect that they cordially approved of the whole proposals contemplated, and accordingly thought it unnecessary to send special deputations to this meeting. The report having been adopted, the meeting proceeded to consider the various drafts submitted to them. These were generally approved of, and were ultimately remitted to a committee, consisting of Messrs. Spens, Glasgow; M'Clure, Greenock; Cameron, Elgin; Gair, Falkirk; Dougall, Ayr; Downie, Glasgow; Shaw, Glasgow; and Barty, Dunblane, finally to adjust. Power to take other steps necessary towards an incorporation of the society was also conferred on the same committee.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

LONG VACATION, 1882.—NOTICE.

During the vacation until further notice:—All applications which may require to be immediately or promptly heard, are to be made to the judges who for the time being shall act as Vacation Judges.

One of the Vacation Judges will sit in the court of the Vice-Chancellor, Sir Charles Hall, at eleven a.m. on Wednesday in every week, commencing on Wednesday, the 16th of August, until further notice, for the purpose of hearing such applications.

No case will be placed in the court paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers relating to every application made to the Vacation Judges are to be left with, or addressed (under cover marked outside Chancery Vacation Papers) to the officer in attendance, Chancery Registrars' Chambers (Room 136), Royal Courts of Justice, before one o'clock on the Monday previous to the day on which the application is intended to be made.

In any case of great urgency the brief of counsel is to be sent to the judge by book-post, or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and an envelope capable of receiving the papers, and addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions or writs of *ne exeat regno*, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being, acting as Vacation Judge in the Chancery Division, can be obtained on application at the Chancery Registrars' Chambers.

The chambers of the Vice-Chancellor Hall will be open on Tuesday, Wednesday, Thursday, and Friday, in every week, from eleven to one o'clock.

Chancery Registrars' Chambers, Aug. 1

LONG VACATION, 1882.—NOTICE TO SOLICITORS.

On and after Monday, the 21st of August, the registrar in attendance will, for the purpose of facilitating vacation business, sign certificates for sale and transfer on Tuesday and Friday in every week, but the certificates should be left for examination at least one clear day previously, and on Tuesday in every week the registrar will make alterations necessary in orders to be acted on by the Chancery Paymaster.

The registrar will not attend on Saturdays and Mondays unless on notice of any intended application to the judge for an order of an urgent nature.

F. S. Tresdale, C. Carrington, } Vacation Registrars.

Chancery Registrars' Chambers, Royal Courts of Justice, August 1, 1882.

LONG VACATION, 1882.—JUDGE'S PAPERS.

The following papers for the Vacation Judge are required to be left with the officer in attendance at the Royal Courts of Justice (Room 136), on or before the Monday previous to the day on which the application to the judge is intended to be made:—

1. Counsel's certificate of urgency, or note of special leave, granted by the judge.
2. Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application.
3. Two copies of notice of motion.
4. Office copy affidavits in support with exhibits, and also the affidavits in answer, if any filed.

Chancery Registrars' Chambers, Royal Courts of Justice, August 1, 1882.

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Amyline Company, Limited.—Chitty, J., has, by an order dated July 10, appointed William Waddell, 1, Queen Victoria st, to be official liquidator

Liberia Land and Investment Company, Limited.—Creditors are required, on or before Sept 14, to send their names and addresses, and the particulars of their debts or claims, to Edwin Banks Harding, 38, Old Jewry. Saturday, Oct 28, at 12, is appointed for hearing and adjudicating upon the debts and claims

Standard Bank of London, Limited.—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Henry John Leslie, Coleman st. Monday, Oct 30, at 1, is appointed for hearing and adjudicating upon the debts and claims

Standard Union Investment Company, Limited.—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Cross Holmes, 25, Abchurch lane

Strahan and Company, Limited.—Chitty, J., has, by an order dated May 31, appointed Arthur James Hill, 1, Finsbury circus, to be official liquidator

Tyllwyd and Dynevor Colliery Company, Limited.—By an order made by Chitty, J., dated July 19, it was ordered that the company be wound up. Walker and Co, Gresham bldgs, agents for Smith, Wednesbury, solicitor for the petitioner

White Oak Colliery Company, Limited.—Creditors are required, on or before Sept 23, to send their names and addresses, and the particulars of their debts or claims, to Frederick Augustus Jenkins, Bristol. Friday, Oct 27, at 12, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, July 28.]

Blake and Goodyear Boot and Shoe Machinery Company, Limited.—Petition for winding up, presented July 31, directed to be heard before Chitty, J., on Nov 4, at the Rolls court, Rolls yard. Wilkins and Fanshawe, Founders' Hall, St. Swithin's lane, solicitors for the petitioner

Bognor Brick and Tile Company, Limited.—By an order made by Chitty, J., dated July 22, it was ordered that the company be wound up. Harlow, Southampton bldgs, Chancery lane, agent for Gregory, Chichester, solicitor for the petitioner

Dynevor Iron and Tin Plate Company, Limited.—By an order made by Chitty, J., dated July 22, it was ordered that the company be wound up. Meredith and Co, New sq, Lincoln's inn, agents for Brown, Bristol, solicitor for the petitioner

Indian Co-operative Agency, Limited.—By an order made by Chitty, J., dated July 22, it was ordered that the agency be wound up. Mote, Walbrook, solicitor for the petitioner

National Funds Assurance Company, Limited.—Chitty, J., has, by an order dated June 13, appointed Herman Joseph Loscher, 1, Princes st, Bank, to be official liquidator

Pure Beverage Company, Limited.—Petition for winding up, presented July 27, directed to be heard before the Vacation Judge, at the court of Hall, V.C., on Aug 16. Norton, Queen st, Cheapside, solicitor for the petitioner

Southern States Coal, Iron, and Land Company, Limited.—Petition for winding up, presented July 29, directed to be heard before the Vacation Judge, on Wednesday, Aug 16. Goldring and Mitchell, Southampton st, Bloomsbury, agents for Ramwell and Co, Bolton, solicitors for the petitioner

[*Gazette*, Aug. 1.]

County Palatine of Lancaster.

Limited in Chancery.

Sneydale Hall Colliery Company, Limited.—Petition for winding up, presented July 27, directed to be heard at St George's Hall, Liverpool, on Monday, Aug 7. Mather, Liverpool, solicitor for the petitioners

[*Gazette*, July 28.]

Gidlow Iron and Coal Company, Limited.—Petition for winding up, presented July 31, directed to be heard before Bristowe, V.C., on Aug 12, at 10, at St. George's Hall, Liverpool. Boote and Edgar, Manchester, solicitors for the petitioners

Unlimited in Chancery.

Liverpool Imperial Loan and Investment Company.—Petition for winding up, presented July 29, directed to be heard before the Vice-Chancellor, at St. George's Hall, Liverpool, on Wednesday, Aug 9. Mather, Liverpool, solicitor for the petitioner

[*Gazette*, Aug. 1.]

Friendly Societies Dissolved.

Modern Druids' Benefit Society, Bury St. Edmunds. July 29

[*Gazette*, Aug. 1.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

Earnshaw, William Fyburn, Bramley, near Rotherham, Farmer. Sept 1. Earnshaw v Frost, Kay, J. Favell, Rotherham

Jones, Charles, Witney, Oxford, Wine Merchant. Oct 1. Jones v Jones, Kay, J. Ravenor, Witney

Lee, William, De Foe rd, Stoke Newington, Gentleman. Aug 31. Holah v Hinks, Fry, J. Brethertcn, Queen st, Cannon st

Maud, Hannah, Thornton Heath, Surrey. Sept 14. Sutcliffe v Kipping, Chitty, J. Kipping, Essex st, Strand

Noyes, Thomas Herbert, Clifton hill, St. John's Wood. Aug 31. Arnold v Noyes, Fry, J. Walters, New sq, Lincoln's inn

Parsons, Hannah Esther, Leather lane, Holborn. Sept 5. Parsons v Parsons, Chitty, J. Wooton, Finsbury circus.

Shann, William, Pateley Bridge, York, Flax Spinner. Sept 5. Ryder v Shann, Chitty, J. Sykes, Harrogate

Smith, Charles Henry, Barforth rd, Peckham, Gentleman. Sept 1. Smith v Bowden, Kay, J. Bartlett, Bedford st, Covent garden

[*Gazette*, July 28.]

Bickerton, William Henry, sen, Newton on the Hill, Salop, Yeoman. Aug 30. Cooper v Bickerton, Chitty, J. Young and Co, St Mildred's ct, Poultry

Bridge, James Southey, St Thomas's square, Hackney, Gentleman. Sept 1. Bridge v Bridge, Kay, J. Mackrell and Co, Cannon st

Hawkins, George Drew Adolphus, Great Yarmouth, Ironmonger. Oct 1. Hawkins v Hawkins, Bacon, V.C. Ruddock, Great Yarmouth

Haworth, Barnes, Woodhey, Lancaster, Manufacturing Chemist. Oct 1. Nuttall v Hudson, Bacon, V.C. Watson, Bury

Lock, Samuel Robert, King Henry's rd, Primrose hill, Gentleman. Oct 2. Smart v Smart, Kay, J. Draper, Vincent sq, Westminster

Tyson, Ruth Hannah, Whitehaven, Cumberland. Sept 30. Walker v Atkinson, Bacon, V.C. Dodgson, Great Winchester st

[*Gazette*, Aug. 1.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

July 27.—*Bills Read a Third Time.*

Private Bills.—Ramsgate and Margate Tramways; South London Tramways; Swindon, Marlborough, and Andover Railway; Great Northern Railway; North London Suburban Tramways.

July 28.—*Bill in Committee.*

Ancient Monuments.

Bills Read a Third Time.

Private Bills.—Llangammarch and Neath and Brecon Junction Railway; Mersey Docks and Harbour Board; Manchester Corporation; West Metropolitan Tramways.

July 31.—*Bills Read a Second Time.*

Poor Law Amendment; Artisans' Dwellings.

Bills Read a Third Time.

Private Bills.—Alford and Sutton Tramways; Easton Neston Mineral, and Towcester, Roade, and Olney Junction Railway; Northampton Corporation; London and South-Western Railway.

New Bill.

Bill to amend the law with respect to the charges on and payment to the Mercantile Marine Fund (Mr. Chamberlain).

Aug. 1.—*Bills in Committee.*

Private Bill.—Nottingham Corporation.

Bills of Sale Act (1878) Amendment; Local Government (Gas) Provisional Order.

Bills Read a Third Time.

Private Bills.—Rotheram and Bawtry Railway; Peckham, East Dulwich, and Crystal Palace Tramways; Busby Water.

Ancient Monuments.

HOUSE OF COMMONS.

July 27.—*Bill Read a Second Time.*

Parcels Post.

Bill in Committee.

Conveyancing (Re-committed).

Bills Read a Third Time.

Private Bills.—Glamorganshire Canal (Railway); Railway Working and Management Company; Tredegar Water and Gas.

July 28.—*Bill Read a Third Time.*

Electric Lighting.

Bill Withdrawn.

Parliamentary Elections (Corrupt and Illegal Practices).

Aug. 1.—*Bills Read a Third Time.*

Private Bills.—Earl of Aylesford's Estates; Maharajah Duleep Singh's Estates; Oswestry and Llangynog Railway; Pontypridd, Caerphilly and Newport Railway; St. Pancras Guardians of the Poor.

Aug. 2.—*Bill Read a Second Time.*

Private Bill.—Somersham Rectory.

Bill in Committee.

Parcels Post.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	V. C. Hall.
Monday, Aug.	7	Mr. Koe	Mr. Latham	Mr. Pemberton
Tuesday	8	Cobby	Merivale	Clowes
Wednesday	9	Koe	Latham	Pemberton
		Mr. Justice Fry.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, Aug.	7	Mr. Ward	Mr. Farrer	Mr. Jackson
Tuesday	8	Teesdale	King	Carrington
Wednesday	9	Ward	Farrer	Jackson

The Long Vacation will commence on Thursday, the 10th day of August, and terminate on Tuesday, the 24th day of October, 1882, both days inclusive.

RECENT SALES.

At the Stock and Share Auction Company's sale, held on the 3rd inst., at their sale-room, Crown-court, Old Broad-street, the following were among the prices obtained:—West Devon Consols 10s.; Homachos Silver Lead Mining Shares, £5 10s.; Anglo-Continental Telephone Company (Limited) £1 shares, 17s. 6d.; Indian Zeedone Company £1 shares, 10s. paid, 1s.; London Fish Market and National Fishery Company (Limited) £1 shares, 16s. paid, 10s.; Junior Army and Navy Stores (Limited) £1 shares, 10s.; and other securities fetched fair prices.

SALES OF ENSUING WEEK.

Aug. 8.—Mr. Walter Knight, at the Masons' Hall at 1 p.m., Leasehold Wine Establishment (see advertisement, July 29, p. 4).

Aug. 8.—Messrs. Thurgood & Co, at the Mart, at 2 p.m., Leasehold Chambers (see advertisement, July 29, p. 4).

Aug. 9.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2 p.m., Reversion Policy (see advertisement, July 29, p. 4).

Aug. 9.—Messrs. Baxter, Payne, & Lepper, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 4).

Aug. 10.—Messrs. Wagstaff & Warman, at the Mart, at 12, Freehold Property (see advertisement, this week, p. 3).

Aug. 10.—Messrs. C. C. & T. Moore, at the Mart, at 1 for 2 p.m., Freehold and Leasehold Estates (see advertisement, this week, p. 4).

LONDON GAZETTES.

Bankrupts.

FRIDAY, July 28, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Ashdown, W Forbes F , Gresham House, Old Broad st, Architect. Pet July 25. Murray. Aug 10 at 1

Barton, Allen James, and John Henry Clay Spencer, Upper Thames st, Tavern Keepers. Pet July 25. Murray. Aug 10 at 12.30

Foulkes, Richard, Liverpool, General Broker. Pet July 24. Murray. Aug 10 at 12

Gale, W E , Brook green, Hammersmith. Pet July 24. Murray. Aug 10 at 11

Harrison, William B , Change alley, Cornhill, Commission Merchant. Pet July 12. Brougham. Aug 15 at 12

Taylor, William, Whitecross st, Draper. Pet July 26. Pepys. Aug 9 at 1

To Surrender in the Country.

Campbell, Colin, Gateshead, Durham, Cowkeeper. Pet July 26. Ingledew. Newcastle, Aug 21 at 11

Farrington, Christopher, Wolverhampton, Builder. Pet July 24. Sanders. Wolverhampton, Aug 16 at 12

Harry, William Marshall Dyer, New Cross, Kent, Clerk. Pet July 25. Pitt-Taylor. Greenwich, Aug 22 at 1

Hinchcliffe, William, and Benjamin Hinchcliffe, Bradford, Builders. Pet July 26. Lee. Bradford, Aug 9 at 12

Lovegrove, William Henry, Sawbridgeworth, Herts, Hay and Straw Dealer. Pet July 26. Spence. Hertford, Aug 12 at 11

TUESDAY, Aug. 1, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Kiel, Adam, Church st, Bethnal Green, Cabinet Maker. Pet July 27. Pepys. Aug 16 at 12

Luscombe, William Richard, Marlborough rd, Chelsea, Boot Maker. Pet July 29. Pepys. Aug 16 at 12

Pook, Charles Oliver, Chancery lane, Law Clerk. Pet July 27. Pepys. Aug 16 at 12

Pryce, Thomas, Essex rd, Islington, Ironmonger. Pet July 27. Pepys. Aug 16 at 12.30

Shippy, Arthur, King st, Cheapside, Accountant. Pet July 29. Pepys. Aug 16 at 12

Thorogood, Thomas, Blackstock rd, South Hornsey, Baker. Pet July 29. Pepys. Aug 16 at 1

To Surrender in the Country.

Greenwell, Thomas, Newcastle upon Tyne, Baker. Pet July 25. Ingledew. Newcastle, Aug 11 at 11

Hancock, John, jun, North rd, Clapham, Fishmonger. Pet June 20. Willoughby. Wandsworth, Sept 1 at 11

Lewis, James, Bucknell, Salop, Farmer. Pet July 24. Robinson. Leominster, Aug 16 at 2.30

Masters, George, Stileway, Meare, Somerset. Pet July 28. Foster. Wells, Aug 15 at 12

Stichland, Samuel, Yetminster, Dorset, Grocer. Pet July 25. Batten. Yeovil, Aug 18 at 3

BANKRUPTCIES ANNULLED.

FRIDAY, July 28, 1882.

Cadogan, Hon Arthur Charles Lewin, Cadogan pl, Chelsea. July 21.

Church Frederick, Brighton, Licensed Victualler. June 14

Rawley, E J , High st, Borough, Hop Merchant. July 20.

TUESDAY, Aug. 1, 1882.

Farrell, Campbell, South Petherton, Ilminster, Esq. July 6

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 28, 1882.

Biddulph, Thomas, Openshaw, nr Manchester, Coal Merchant. Aug 10 at 3 at Falstaff Hotel, Market pl, Manchester

Blaker, James Dyer, Southwick, Sussex, Timber Merchant. Aug 15 at 12 at office of Cockburn, Duke st, Brighton

Boyce, Arthur, Leytonstone, Essex, Looking Glass Salesman. Aug 14 at 3 at office of Palmer and Smith, Charles sq, Hoxton

Brady, Edwin, Norfolk ter, Westbourne grove, Licensed Victualler. Aug 17 at 3 at Inns of Court Hotel, High Holborn. Tilsley, St Benet's pl, Gracechurch st

Brady, Patrick, Bradford, York, Cutler. Aug 10 at 12 at Bell Hotel, Norfolk st, Sheffield. Last and Betts, Bradford

Brettell, Margaret, Newport, Monmouth, Licensed Victualler. Aug 9 at 12 at office of Lloyd, Bank chmbrs, Newport

Bromley, Thomas Benson, Rusholme, Lancaster, Lodging house Keeper. Aug 17 at 3 at office of Grundy and Co, Booth st, Manchester

Burton, Joseph Saunders, High st, Aldgate, Hawker. Aug 10 at 3 at office of Bradley, Mark lane

Cazes, Isaac, Quadrant rd, Canonbury, Merchant. Aug 21 at 3 at office of Cooper, George st, Mansion house. Hollams and Co, Mincing lane

Chandler, Jonathan, Bedford, Coal Merchant. Aug 10 at 12 at offices of Conquest and Clare, Duke st, Bedford

Chapman, Robert, Wild's rents, Long lane, Bermondsey, Beer Retailer. Aug 5 at 11 at 6, Wild's rents, Long lane, Bermondsey. Biggenden, Kingsland rd

Chase, James, Titchfield, Hants Builder. Aug 9 at 3 at offices of Goble and Warner, Fareham

Chesterton, John, Wrexham, Denbigh, Toy Dealer. Aug 12 at 3 at Bull's Head Inn, Market pl, Manchester. Sherratt, Wrexham

Codling, Stephen, Walbrook, Woollen Warehouseman. Aug 11 at 3 at offices of Lovering and Co, Gresham st. Keeble, Basinghall st

Cooke, Isaac William Henry, Lancaster rd, Notting hill, Upholsterer's Salesman. Aug 17 at 3 at offices of Crook and Carlill, Fenchurch st

Coppard, George, Monkwell st, Manufacturer's Agent. Aug 8 at 12 at offices of Plunkett and Leader, St Paul's churchyard

Crofts, Isaac, Bramcote, Nottingham, Market Gardener. Aug 16 at 3 at office of Elliott, Canldon pl, Long row, Nottingham

Daniell, Claude Melville, Woolston, Southampton, Cabinet Maker. Aug 5 at 11 at office of Guy, Albion ter, Southampton

Davies, David, Merthyr Tydfil, Glamorgan, Grocer. Aug 10 at 12 at offices of Vaughan, High st, Merthyr Tydfil

Dawson, Walter William, Brotherton, Market Gardener. Aug 11 at 11 at offices of Kaberry, Pontefract

Dealtry, Hugh Thornton Cuningham, Southampton row, Bloomsbury, Tea Merchant. Aug 11 at 3 at Inns of Court Hotel, Holborn, Godfrey, South sq, Gray's-inn

Drinkwater, John, Maindee, nr Newport, Monmouth, Lime Merchant. Aug 10 at 11 at office of Parker, Commercial st, Newport

Easton, Robert, Bristol, Photographer. Aug 8 at 2 at office of Clifton and Carter, Broad st, Bristol

Evans, John, Pembroke, Grocer. Aug 24 at 11.30 at Water st, Pembroke Dock. Gilbertson, Pembroke

Everard, Thomas, Brownsover Mill, nr Rugby, Warwick, Miller. Aug 7 at 3 at office of Wright, Belvoir st, Leicester

Fieldhouse, Aquilla, Middlesborough, York, Joiner. Aug 9 at 2 at office of Lewis, Zetland st, Middlesborough

Groves, Christopher, Southwark, Durham, Builder. Aug 12 at 11 at office of Parr and Co, Bridge st, Sunderland. Edgar, Bishop Auckland

Haddon, William, Grantham, Lincoln, Coal Dealer. Aug 11 at 12 at office of Malim, Grantham

Haigh, George, Elland, York, Innkeeper. Aug 9 at 11 at office of Stansfeld, Halifax

Hall, Charles, Bristol, General Ironmonger. Aug 9 at 2.30 at Gt Western Hotel, Birmingham. Murly and Co

Hallwood, Henry, Warrington, Lancaster, Baker. Aug 9 at 3 at office of Davies and Co, Market pl, Warrington

Halse, Charles Smith, New Bridge st, Blackfriars, Surgeon. Aug 16 at 3 at office of Godden, Lime st

Hamden, Francis, Clee, Lincoln, Lobster Merchant. Aug 9 at 3 at Law Society, Bowlalley lane, Kingston upon Hull. Woodhouse, Kingston upon Hull

Hankey, Edward Haynes, Shrewsbury, Salop, Station Master. Aug 11 at 12 at Talbot chmbrs, Shrewsbury. Chandler

Hardman, Alfred, Gloucester, Rent Collector. Aug 5 at 11 office of Jackson, Broad st, Gloucester

Harris, William, Leyton, Essex, Timber Merchant. Aug 24 at 3 Masons' Hall Tavern, Masons' avenue, Basinghall st. Lewis, Stratford

Harrison, Henry Palmer, West Bromwich, Stafford, Stud Manufacturer. Aug 10 at 11 at office of Topham, High st, West Bromwich

Heney, Robert Farrington, Strand, Electrical Novelty Depot. Aug 22 at 3 at office of Foreman and Co, Gresham st. Curtis, Old Jewry chmbrs

Hill, John Ebenezer, Old Swinford, Worcester, Iron Plate Worker. Aug 9 at 3 at office of Addison, High st, Brierley hill

Hiscox, John Henry Thomas, Woolston, Southampton, Grocer. Aug 8 at 3 at office of Watts, Albion place, Southampton

Humphreys, Eliza Ann, Seymour pl, Bryanstone sq, Oil and Colour Dealer. Aug 10 at 2 at office of Carter and Bell, Eastcheap

Huskisson, Charles Frederick, Birmingham, Letter Cutter. Aug 10 at 3 at office of Higgs, Bennett's hill, Birmingham

Jackson, William Knowles, Bury St Edmunds, Bookseller. Aug 21 at 1 at office of Hensman and Nicholson, College hill, Cannon st

Jacob, Robert, Wolverhampton, Lock Maker. Aug 11 at 11 at office of Rhodes, Queen st, Wolverhampton

Joel, Jacob, Bristol, Boot Manufacturer. Aug 8 at 2 at office of Benson and Carpenter Bank chbrs, Corn st, Bristol

Kearton, Frank, Richmond, York, Butcher. Aug 10 at 3 at office of Robinson, Great Channel, Richmond

Kett, Arthur William, Heigham, Norwich, Tobacconist. Aug 11 at 12 at office of Brock, Briggs st, Norwich

Kirkland, Job, Derby, Provision Dealer. Aug 10 at 3 at Bell Hotel, Sadler Gate, Derby. Hextall, Derby

Laurence, Joshua, Birmingham, China Dealer. Aug 12 at 3 at office of Rowlands and Co, Colmore row, Birmingham

Lawford, John Alfred, Fenchurch st, Asphalte Contractor. Aug 8 at 3 in lieu of time originally named

Legg, Thomas Rowland, and Sidney Archer Legg, Bermondsey st, Woolstaplers. Aug 16 at 12 at office of Turquand and Co, Coleman st. Hawks and Co, Borough High st, Southwark

Levy, Mark, Comeragh rd, West Kensington, Builder. Aug 11 at 12 at office of Lane and Monro, Queen Victoria st

Levy, Michael Charles, and Joseph Vann Lester, Duke st, Aldgate, Tobacconist. Aug 14 at 2 at office of Helmore, Bishopsgate st Within

Maris, William, Norwich, Fruit Merchant. Aug 10 at 1 at Guildhall Tavern, Gresham st. Sadd and Linay, Norwich

McNulty, James, Wigan, Lancaster, Bootmaker. Aug 16 at 2 at offices of Kenney, King st, Wigan

Masters, Stephen, Lyndhurst, Southampton, Grocer. Aug 9 at 3 at offices of Bell and Tayler, Portland st, Southampton

Mawhood, William Erskine, Sheffield, Merchant. Aug 11 at 3 at offices of Branson and Co, Bank bldgs, Sheffield

Maycock, Charles, and John Brightley, Fulham fields, Builders. Aug 14 at 2 at Guildhall Tavern, Gresham st. Andrews, Fenchurch st

Mead, Edwin Samuel, Chester, Tallow Chandler. Aug 15 at 11 at offices of Brassey Eastgate row North, Chester

Middleton, Albert, Melcombe Regis, Dorset, Livery Stable Keeper. Aug 21 at 12 Queen's Hotel, King st, Melcombe Regis. Street, Weymouth

Millet, William Carver, Gt Yarmouth, Hairdresser. Aug 10 at 12.30 at office of Dowsett, Hall Quay chmbrs, Gt Yarmouth

Morgan, Thomas, Pembroke, Grocer. Aug 15 at 12 at 2, Water st. Pembroke Dock. Brown, Pembroke Dock
Morley, Edmund, Edgware rd, Auctioneer. Aug 4 at 2 at offices of Barlee and Co, Finsbury circus
Nathan, Samuel Lewis, Hatton garden, Watch Manufacturer. Aug 9 at 3 at offices of Lewis and Lewis, Ely pl, Holborn
Newton, Frederick William, Leckhampton, Gloucester, Licensed Victualler. Aug 8 at 11 at offices of Clark, Regent st, Cheltenham
Noblet, John, and Thomas Leeming Noblet, Llanasa, Flint, Brewers. Aug 8 at 12 at the Albion Hotel, near the Railway Station, Chester. Cope, Holywell
Palmer, Thomas, Birmingham, Lamp Manufacturer. Aug 9 at 11 at offices of Mallard, Newhall chmbrs, Newhall st, Birmingham
Peat, Thomas Kirk, Forest Hill, Kent, Wine Merchant. Aug 16 at 3 at offices of Boyce and Child, Poultry. Saxelby and Faulkner, Ironmonger lane
Penn, William, Oldswinford, Worcester, Grocer. Aug 11 at 12 at offices of Fellows, Priory st, Dudley
Pettit, Lewis, Sible Hedingham, Essex, Painter. Aug 5 at 12 at the Cups Hotel, Colchester. Mumford, Sudbury
Reyner, John, Barnsley, York, Provision Dealer. Aug 7 at 11 at offices of Gray, Eastgate, Barnsley
Richards, George, South Perrott, Dorset, Horse Dealer. Aug 9 at 12 at George Hotel, Crewkerne. Davies, Sherborne
Ruglen, James, Barnsley, York, Journalist. Aug 14 at 11 at offices of Dibb and Co, Regent st, Barnsley
Russell, Dive, Hollington, Sussex, Builder. Aug 9 at 12 at offices of Phillips and Cheesman, Havelock rd, Hastings
Sandy, Nathaniel, Titchfield, Hants, Carpenter. Aug 10 at 3.30 at offices of Donnithorne, Osborn rd, Fareham
Seal, Thomas, Sutton Cheney, Leicester, Blacksmith. Aug 9 at 2 at offices of Loseby, Market Bosworth
Setterfield, Joseph, Margate, Kent, Wheelwright. Aug 10 at 3 at office of Sparkes, Union row, Margate
Smith, James, Ruabon, Denbigh, Grocer. Aug 14 at 12 at office of Pierce, Regent st, Wrexham
Smith, James Elias, Gloucester, Fish Salesman. Aug 10 at 11 at office of Jackson, George st, Gloucester
Smith, Samuel, Barrowford, Lancaster, Blacksmith. Aug 4 at 3 at office of Bulcock. Ormerod st, Burnley
Snelling, Francis Frederick, Upper Norwood, Surrey, Builder. Aug 9 at 3 at office of Holmes, King st, Cheapside
Spargo, George, Pwllheli, Carnarvon, Licensed Victualler. Aug 12 at 12 at office of Owen, Church st, Pwllheli
Stanley, Henry James, Uxbridge rd, Ealing Dean, Upholsterer. Aug 11 at 2 at office of Gresham and Davies, Basinghall st
Strohm, Heinrich Wilhelm, City gardens, City rd, Baker. Aug 9 at 3.30 at 20, Mark lane. Young and Son
Sudbury, William George, Stockton-on-Tees, Grocer. Aug 11 at 11 at office of Fowler, Bridge rd, Stockton-on-Tees
Swann, Ernest Alfred, Sheffield, Merchant. Aug 10 at 3 at Law Society, Hoole's chbrs, Bank st, Sheffield. Webster and Styring, Sheffield
Taylor, Samuel, and William Henry Taylor, Bradford, Masons. Aug 11 at 4 at office of Last and Betts, Bond st. Bradford
Terry, William, Lynsted, Kent, Coach Builder. Aug 10 at 11 at Gibson, West st, Sittingbourne
Turner, James Brimcombe Turner, Bournemouth, Hants, Watchmaker. Aug 11 at 12 at Gt Western Hotel, Snow hill, Birmingham. Trevanion, Bournemouth
Whittel, Joseph, Halifax, York, Woollen Manufacturer. Aug 9 at 11 at Griffin's Hotel, Halifax. Garsed, Halifax
Woolven, John Edward, Hyde rd, Hoxton, Licensed Victualler. Aug 9 at 11 at 3, Coleman st. Biggenden, Kingsland rd
Wright, William, Leeds, Spring and Axle Manufacturer. Aug 10 at 11 at Law Institute, Albion pl, Albion st, Leeds. Cross, Bradford
Yates, James, Tunstall, Lancaster, Innkeeper. Aug 10 at 2 at office of Johnson and Tilley, Sun st, Lancaster
Young, George, Pritchard's rd, Hackney rd, Builder. Aug 5 at 3 at Masons' Hall Tavern, Masons' avenue. Bassett, Fenwick st, East Dulwich

TUESDAY, August 1, 1882.

Allsop, Charles, Yeaveley, Derby, Beerhouse Keeper. Aug 16 at 3 at Bell Hotel, Sadler gate, Derby. Wise and Co, Ashbourne
Austin, Alfred, Coldharbour lane, Brixton, Oil and Colorman. Aug 9 at 3 at office of Chipperfield, Trinity st, Southwark
Bateson, Henry James, Barrow in Furness, Lancaster, Grocers Assistant. Aug 3 at 3 at Station Hotel, Carnforth. Hudson, Barrow in Furness
Bell, Robert, Jarrow, Durham, Boot and Shoe Dealer. Aug 19 at 11 at office of Duncan, Market pl, South Shields
Biggs, William Richard, and Anthony Hensler, Bristol, Provision Curers. Aug 9 at 12 at office of Evans, Exchange bldgs East, Bristol
Bimson, James Hargraves, Liverpool, Mill Sawyer. Aug 11 at 2 at office of Green, Sir Thomas's bldgs, Liverpool
Blake, Henry, Liskeard, Cornwall, Draper. Aug 15 at 12 at office of Rooker and Co, Frankfort st, Plymouth
Bovey, John, Torquay, Devon, Butcher. Aug 11 at 11 at office of Lindop, Fleet st, Torquay
Browett, Thomas Bernard, Birmingham, Warwick, Export Merchant. Aug 15 at 3 at 1, Newhall st, Birmingham. Rowlands, Birmingham
Brown, Robert Sacker, Sunderland, Butcher. Aug 29 at 12 at office of Steel, John st, Sunderland
Carr, George, Beverley, York, Licensed Victualler. Aug 21 at 11 at office of Turner, Lairgate, Beverley
Chambers, Frederick Arthur, Liverpool, Merchant. Aug 18 at 3 at office of Southall, Waterloo st, Birmingham
Charlesworth, Marshall, Halifax, Butcher. Aug 14 at 4 at Crown Hotel, Halifax. Turner and Hewson, Leeds
Clavey, Austin, Tonbridge, Brewer's Manager. Aug 12 at 1 at Forester's Arms Inn, Quarryhill rd, Tonbridge. Norton. Hinton rd, Camberwell
Clifton, James Thomas, Brighton, Boot Repairer. Aug 11 at 3 at office of Lamb, Southampton bldgs, Chancery lane
Coates, William, Bradford, Butter Factor. Aug 19 at 3 at Temperance Hotel, Sedbergh. Last and Betts, Bradford
Collins, Henry, Newport, Mon, Baker. Aug 15 at 11 at office of Tomlinson, Commercial st, Newport
Cooper, Harvey Alexander, Devonport, Baker. Aug 11 at 11 at office of Square and Co, Bank of England chbrs, Plymouth
Corran, Isaac, Newcastle upon Tyne, Tailor. Aug 9 at 3 at office of Jolliffe, Collingwood st, Newcastle upon Tyne
Critchley, Henry, Stafford, Grocer. Aug 10 at 12 at Vine Hotel, Vine st, Stafford. Hand and Co, Stafford
Cuttriss, James, South Shields, Durham, Herb Beer Retailer. Aug 17 at 12 at 49, Clayton st West, Newcastle
Davies, John Walter, Newtown, Montgomery, Ironmonger. Aug 10 at 12.30 at the Bank, Newtown
Deadman, John, Wolverhampton, Stafford, Fruiterer. Aug 10 at 11 at offices of Rhodes, Queen st, Wolverhampton
Druce, William Hubie, Stowmarket, Suffolk, Hairdresser. Aug 14 at 11 at 12, Bishopsgate st Without. Gudgeon
Drury, Benjamin, Kingston-upon-Hull, Builder. Aug 11 at 3 at Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull. Bedfearn, Hull
Dugdale, Robert, Manchester, Merchant. Aug 21 at 3 at offices of Rylance, Essex st, Manchester
Dunsterville, Maria, Bristol. Aug 11 at 2 at offices of Clifton and Carter, Bush's, Bristol
Early, John William, Leicester, Confectioner. Aug 15 at 3 at offices of Wright, Belvoir st, Leicester
Evans, John, Carmarthen, Agent. Aug 14 at 10.30 at offices of White, King st, Carmarthen
Farrar, Henry Hackshaw, South Ossett, York, Plumber. Aug 11 at 3 at offices of Chadwick, Church st, Dewsbury
Fearnley, Robert, and William Oddy, Guiseley, York, Coal Merchants. Aug 14 at 3 at office of Atkinson and Wilson, Tyrrel st, Bradford
Flint, William, Frederick st, Hampstead rd, out of business. Aug 16 at 3 at office of Lamb, Southampton bldgs, Chancery lane
Forster, Charles, Marske by the Sea, York, Newsagent. Aug 14 at 3 at office of Vachell, Albert rd, Middlesborough
Gibson, Thomas, Oldham, Lancashire, Warehouseman. Aug 9 at 3 at office of Shaw Clegg st, Oldham
Goode, James, Belgrave, Leicester, Builder. Aug 15 at 12 at Wellington Hotel, Granby st, Leicester. Miles and Co, Leicester
Greenwood, John Henry, Hanley, Stafford, out of business. Aug 17 at 11 at office of Tennant and Co, Cheapside, Hanley
Heath, Edwin, Cannock, Stafford, Grocer. Aug 14 at 3 at office of Bill, Bridge st, Walsall
Henderson, Robert, Leconfield rd, Highbury New Park, Builder. Aug 10 at 3 at office of Cooper and Co, Lincoln's inn fields
Hesseltine, John, Barwick in Elmet, York, Grocer. Aug 11 at 3 at office of Raper, East Parade, Leeds
Hext, William, Keighley, York, Draper. Aug 14 at 11 at Trevelyan Hotel, Godwin st, Bradford. Weatherhead and Burr, Keighley
Hibbert, Thomas, Manchester, Watchmaker. Aug 14 at 4 at office of Addleshaw and Warburton, Norfolk st, Manchester
Hicks, Joseph, jun, Churchfield rd, Acton, Boot and Shoe Maker. Aug 14 at 2 at office of Child South sq, Gray's inn
Hodgkiss, Richard, Wolverhampton, Stafford, Horse Dealer. Aug 14 at 11 at office of Rhodes, Queen st, Wolverhampton
Hodson, John, Gt Dover st, Borough, Milk Contractor. Aug 29 at 3 at offices of Edmonds and Co, Cheapside. Neave, Friday st, Cheapside
Horsford, James, Oxford st, Tailor. Aug 17 at 3 at Guildhall Coffee house, Gresham st. Reed and Co, Guildhall chmbrs, Basinghall st
Iorns, Albert Prentic, Lower Crumpsall, nr Manchester, Baker. Aug 10 at 3 at offices of Simpson and Hockin, Mount st, Manchester
Johnson, Ambrose James, Bursiem, Brush Manufacturer. Aug 9 at 11 at offices of Julian, Queen's chmbrs, Bursiem
Jones, William, Hampstead rd, Builder. Aug 9 at 3 at offices of Wills, St Martin's st, Leicester sq
Kelley, Edward, South Stockton, Brush Manufacturer. Aug 11 at 3 at Inns of Court Hotel, Holborn
Key, William Henry, and George Charles Ramsey, Castle st, Brass Manufacturers. Aug 16 at 2 at Guildhall Tavern, King st. Reed and Co, Guildhall chmbrs, Basinghall st
Killeen, Thomas, Richmond, Schoolmaster. Aug 14 at 3 at St. Mary's College, Kew Foot rd, Richmond
Killick, Henry, Upton Park Dairyman. Aug 12 at 3 at offices of Lamb, Southampton bldgs, Chancery lane
King, Horace Soloman William, Enfield, Plasterer. Aug 15 at 3.30 at office of Ramsay, Walbrook
Kipling, Charles, Christopher st, Finsbury sq, Silk Merchant. Aug 16 at 3 at offices of Minton and Co, Carey lane, Cheapside. Downing, Basinghall st
Klipp, George Peter, Plymouth, Devon, Professor of Languages. Aug 11 at 3 at Bank of England chbrs, Plymouth. Square and Co
Levy, Mark, Cemetery rd, West Kensington, Builder. Aug 11 at 12 at office of Lane and Munro, Queen Victoria st
Lindley, Edward, Hednesford, Stafford, Grocer. Aug 14 at 11 at office of Stanley, Bridge st, Walsall
Lutley, Samuel Baker Exeter, Seed Merchant. Aug 9 at Castle Hotel, Castle st, Exeter in lieu of the place originally named
Martin, Alfred, Wombwell, York, Licensed Victualler. Aug 16 at 4 at office of Rideal Chronicle chbrs, Barnsley
Mayman, William Jackson, Rosedale, West, nr Pickering, York, out of business. Aug 17 at 11 at White Swan Hotel, Pickering. Robson, Middlesborough
Micklethwaite, George Daniel, Thornhill, York, Sheddy Maker. Aug 11 at 3 at Wellington Hotel, Dewsbury. Ibberson, Dewsbury
Mills, Peter, Derby, Grocer. Aug 14 at 11 at office of Allen, Amen-alley, Derby
Milner, Benjamin, Bradford, York, Heald Maker. Aug 15 at 4 at office of Atkinson and Wilson, Tyrrell st, Bradford
Molelly, James Morris, Manchester, Builder. Aug 18 at 3 at office of Elliott, King st, Manchester
Noble, William, Penrith Cumberland, Hotel Keeper. Aug 16 at 2.30 at office of Armison and Co, Penrith
Perkins, Arthur, Nelson-in-Marsden, Lancaster, Beerseller. Aug 15 at 3 at Exchange Hotel, Nicholas st, Burnley
Perress, Walter James, Southampton, Iron Plate Worker. Aug 14 at 3 at office of Bell and Tayler, Portland st, Southampton
Pitt, Daniel, Tugela rd, Clapham Junction, Builder. Aug 25 at 3 at Inns of Court Hotel, Lincoln's inn fields. Woulfe, Lincoln's inn fields
Plowman, James, Barford St Martin, Wilts, Builder. Aug 16 at 3 at office of Hosking, Market house chmbrs, Salisbury
Primavesi, Paul Domenic, Higher Broughton, nr Manchester. Aug 10 at 3 at office of Cobett and Co, Brown st, Manchester
Proctor, Thomas, Derby, Miller. August 17 at 3 at office of Moody, Corn Market, Derby
Rickman, Arthur William, Chester, Brewer. Aug 16 at 11 at office of Brassey, Eastgate row North, Chester
Riley, Jane, and James Riley, Broughton in Furness, Lancaster, Farmers. Aug 16 at 1 at Shaw's Kings Head Hotel, Broughton in Furness. Dickinson, Broughton in Furness
Roberts, John, and John Williams, Egremont, Chester, Joiners. Aug 15 at 11 at office of Appleton, Castle st, Liverpool
Robinson, Albert Kidd, and Henry Shires Maggi, Leeds, Ironmongers. Aug 14 at 3 at office of Routh and Co, Commercial bldgs, Park row, Leeds. Pullan, Leeds
Rushmer, Frederick Francis, Golborne rd, Notting hill, Grocer. Aug 9 at 3 at 270, High Holborn. Fox, Paddington
Sears, John Newton, Old Jewry, Financial Agent. Aug 11 at 2 at office of Cooper and Co, Cheapside. Winkworth, Coleman st
Sell, William John, and John Tandey, Price's yd, Caledonian rd, Builders. Aug 15 at 12 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Fulcher, Albert rd, Dalston
Shambrook, Charles, West Ham, Oilman. Aug 9 at 2 at offices of Hanson, King st, Cheapside. Dear, Gresham st
Sheppard, Richard Henry, Bristol, Licensed Victualler. Aug 11 at 12 at office of Wood and Co, Bridge st, Bristol. Bramble and Wattis, Bristol
Smith, Edwin, Elston, nr Newark, Licensed Victualler. Aug 14 at 3 at 7, Middle pavement, Nottingham
Smith, John, South Stockton, out of business. Aug 14 at 12 at offices of Vachell Albert rd, Middlesborough
Smith, John Thomas, Smith st, Mile End, Licensed Victualler. Aug 12 at 11 at offices of Sydney, Leadenhall st
Sowrey, Jeremiah, Kingston-upon-Hull, Clothier. Aug 18 at 3 at offices of MacTaggart, Exchange bldgs, Bowlalley lane, Kingston-upon-Hull
Stableford, James Brown, Leicester, Grocer. Aug 17 at 3 at offices of Wright, Belvoir st, Leicester
Staddon, Joseph, Long lane, Borough, Publican. Aug 10 at 2 at Masons Hall Tavern, Basinghall st. Fowler, Dowgate hill

Stovell, Edwin, Goswell rd, Chemist. Aug 10 at 3 at offices of Palmer, Adelaide place, London Bridge. Chinery and Co, Fenchurch st
Swaby, Frederick Richardson, Lincoln, Joiner. Aug 9 at 11 at offices of Andrew, Silver st, Lincoln
Tandy, Edward, Leicester, Boot and Shoe Maker. Aug 17 at 12, at office of Gee and Parr, Gallowtree gate, Leicester
Taylor, Kendrick, Brackley, Northampton, Butcher. Aug 18 at 11 at Crown Hotel, Brackley. Barnes, Brackley
Thompson, John Robert, Richmond crescent, Barnsbury, Butcher. Aug 10 at 3 at Essex Arms, Brentwood. Lewis, Mincing lane
Tildesley, David, and Alfred Hailey, Irongate Wharf, Paddington, Ironmongers. Aug 28 at 2 at Guildhall Tavern, Gresham st. Yeo and Warner, Finsbury pavement
Towne, George, Melton Mowbray, Leicester, Butcher. Aug 11 at 3 at office of Gee and Parr, Norman st, Melton Mowbray
Turpin, John, Dunstable, Bedford, Straw Plait Dealer. Aug 18 at 11 at King st, Luton. Scargill
Vickerman, William, and James Cape Vickerman, Lowthorpe, York, Corn Millers. Aug 16 at 3 at Black Lion Hotel, High st, Bridlington. Richardson, Market pl, Bridlington
Waddington, William, Padiham, Lancaster, Cotton Spinner. Aug 12 at 3 at Mitre Hotel, Cathedral yd, Manchester. Leigh, Manchester
Webster, John, Martin, nr Bawtry, Notts, Farmer. Aug 11 at 11 at Crown Hotel, Bawtry. Singleton, Bradford
West, Thomas, Paddington st, Fruiterer. Aug 15 at 3 at office of Watson, Southampton bldgs, Chancery lane
White, James, St John in Bedwardine, Worcester, Painter. Aug 14 at 11 at office of Griffiths, Sansome pl, Worcester
Whitwam, Sarah, Harden Beck, nr Bingley, Grocer. Aug 14 at 11 at office of Atkinson, Dale st, Bradford
Wood, Percy, Pall Mall, Tobacconist. Aug 14 at 3 at Guildhall Tavern. Foster, Birchin lane
Woodrow, William, Edgware rd, Carriage Salesman. Aug 23 at 2 at office of Brighten, Bishopsgate st Without
Wotherspoon, Alexander Watson, Carlisle, Confectioner. Aug 14 at 3 at offices of Wannop, Scotch st, Carlisle
Young, William, Keane ter, West Kensington, Stationer. Aug 17 at 12 at offices of Jones and Julius, Finsbury circus

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